

1.42927.43
REV

STATE FUNDS GRANT
BETWEEN
THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
NORTHEAST NEBRASKA AREA AGENCY ON AGING

This grant is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF MEDICAID AND LONG-TERM CARE STATE UNIT ON AGING** (hereinafter "DHHS"), and **NORTHEAST NEBRASKA AREA AGENCY ON AGING** (hereinafter "Grantee").

DHHS GRANT MANAGER:

Bob Halada
DHHS/MLTC/State Unit on Aging
PO Box 95026
Lincoln, NE 68509
DHHS.Aging@nebraska.gov

PURPOSE. The purpose of this grant is to support older Nebraskans to remain independent in their own homes and communities with supportive services that meet all the requirements of the Older Americans Act and Title 15 Services Regulations.

I. TERM AND TERMINATION

- A. **TERM.** This grant is in effect from July 1, 2018 the effective date through June 30, 2019, the completion date.
- B. **TERMINATION.** This grant may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this grant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF GRANT." In the event either party terminates this grant, the Grantee shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this grant immediately.

II. AMOUNT OF GRANT

- A. **TOTAL GRANT.** DHHS shall pay the Grantee a total amount, not to exceed \$353,728.00 (three hundred fifty-three thousand, seven hundred twenty eight dollars) for CARE MANAGEMENT funds for the activities specified herein.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
1. DHHS may reimburse a Care Management Unit for costs not paid for by the client or through other sources. Reimbursement shall be based upon actual casework time units at the rate of \$54.00 per unit calculated in the approved budget as referenced in Attachment A. In no case shall the maximum reimbursement exceed the cost of an

actual casework time unit minus costs paid by an individual or through other reimbursement specified in the Act.

2. Reimbursement requests (Form C) as referenced in Attachment B shall be submitted on a monthly basis to the attention of:

Courtney Parker
State Unit on Aging
Division of Medicaid & Long-Term Care
Department of Health & Human Services
PO Box 95026
Lincoln, Nebraska 68509-5026
DHHS.Aging.nebraska.gov

- C. BUDGET CHANGES. The Grantee is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the grant exceeding five percent (5%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

III. STATEMENT OF WORK

A. The Grantee shall:

1. Proactively carry out the Care Management Unit's approved Plan of Operation as referenced in Attachment C.
2. Use the fee scale as adopted and promulgated by DHHS and set out in 15 NAC 2-007.03 to generate and send monthly statements to Care Management clients. Statements shall include services rendered, prior balance receivable, charges at full fee, sliding fee scale adjustments, payments received, and ending balance receivable, and a disclaimer that services will not be denied if payment is not received.
3. Submit a financial report by April 30, 2019 to verify costs allocated to the casework time unit and the total income received from an individual or client and other sources covering the period July – March.
4. Participate in claiming of federal fiscal administrative matching funds as prescribed by DHHS.

B. DHHS shall:

1. Monitor that services are provided in accordance with this agreement and, contingent on availability of funding, reimburse the Subrecipient up to the amount in Section II, Paragraph A.
2. Review the Subrecipient's financial report when necessary to determine if any adjustments to reimbursements made for the period reported are needed.

C. GRANTEE FISCAL MONITORING REQUIREMENTS.

1. The Grantee agrees to do the following:
 - a. Ensure training is provided to program staff related to preparing and reviewing program budgets and maintaining fiscal accountability related to expending state and federal funds.
 - b. Employ or contract with an individual with sufficient knowledge and responsibility to ensure that:

- Grantee has effective internal fiscal controls in compliance with guidance issued by the Comptroller General of the United States or the Committee of Sponsoring Organizations (COSO);
 - Grantee's financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP);
 - Grantee complies with this contract and all applicable state and federal regulations.
2. The minimum qualifications for this individual are: 1) Bachelor's Degree in Accounting or Finance, and 2) three years of relevant experience. Grantee may request DHHS approval for an individual with an Associate's Degree and significant relevant experience.
 3. The Grantee shall immediately notify DHHS, in writing, if it is not in compliance with the above requirements. During any period of noncompliance, DHHS may withhold 10% from all payments due until the noncompliance is corrected.

IV. GENERAL TERMS AND ASSURANCES

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Grantee books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this grant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Grantee shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Grantee shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Grantee to submit required financial reports on the accrual basis of accounting. If the Grantee's records are not normally kept on the accrual basis, the Grantee is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
2. The Grantee shall provide DHHS any and all written communications received by the Grantee from an auditor related to Grantee's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 115 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Grantee agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Grantee, in which case the Grantee agrees to verify that DHHS has received a copy.
3. The Grantee shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.

4. In addition to, and in no way in limitation of any obligation in this grant, the Grantee shall be liable for audit exceptions, and shall return to DHHS all payments made under this grant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. Except as provided in the NOTICES section, below, this grant may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this grant shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Grantee shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including **but not limited to** Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this grant. The Grantee shall insert a similar provision into all subawards and subcontracts.
- D. ASSIGNMENT. The Grantee shall not assign or transfer any interest, rights, or duties under this grant to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this grant.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Grantee does not intend to, is unable to, has refused to, or discontinues performing material obligations under this grant, DHHS may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this grant.
- F. BREACH OF GRANT. DHHS may immediately terminate this grant and agreement, in whole or in part, if the Grantee fails to perform its obligations under the grant in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Grantee, allow the Grantee to correct a failure or breach of grant within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Grantee time to correct a failure or breach of this grant does not waive DHHS's right to immediately terminate the grant for the same or different grant breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this grant and hold the Grantee liable for any excess cost caused by Grantee's default. This provision shall not preclude the pursuit of other remedies for breach of grant as allowed by law.
- G. COMPLIANCE WITH LAW. The Subrecipient shall comply with all applicable law, including but not limited to all applicable federal, state, county and municipal laws, ordinances, rules, and regulations.
- H. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this grant, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary grant provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

- I. CONFLICTS OF INTEREST. In the performance of this grant, the Grantee shall avoid all conflicts of interest and all appearances of conflicts of interest. The subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify DHHS in writing of any such instances encountered.
- J. DATA OWNERSHIP AND COPYRIGHT. DHHS shall own the rights in data resulting from this project or program. The Grantee may not copyright any of the copyrightable material and may not patent any of the patentable products produced in conjunction with the performance required under this grant without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes.
- K. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Grantee certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
- L. DOCUMENTS INCORPORATED BY REFERENCE. All references in this grant to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Grantee in discharging its obligations under this grant shall be deemed incorporated by reference and made a part of this grant with the same force and effect as if set forth in full text, herein.
- M. DRUG-FREE WORKPLACE. Grantee certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Grantee shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this grant due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this grant. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this grant which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this grant.
- O. FRAUD OR MALFEASANCE. DHHS may immediately terminate this grant for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the grant by Grantee, its employees, officers, directors, volunteers, shareholders, or subcontractors.
- P. FUNDING AVAILABILITY. DHHS may terminate the grant, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Grantee written notice thirty (30) days prior to the effective date of any termination. The Grantee shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Grantee be paid for a loss of anticipated profit.
- Q. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the United States and the State of Nebraska. Any legal proceedings against DHHS or the

State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law.

R. HOLD HARMLESS.

1. The Grantee shall defend, indemnify, hold, and save harmless DHHS and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Grantee, its employees, consultants, representatives, and agents, except to the extent such Grantee's liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.
2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.

S. INDEPENDENT ENTITY. The Grantee is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Grantee shall employ and direct such personnel, as it requires, to perform its obligations under this grant, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this grant.

T. REIMBURSEMENT REQUEST. Requests for payments submitted by the Grantee, whether for reimbursement or otherwise, shall contain sufficient detail to support payment. Any terms and conditions included in the Grantee's request shall be deemed to be solely for the convenience of the parties.

U. INTEGRATION. This written grant represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this grant.

V. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Grantee acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Grantee who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

W. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Grantee shall review the

Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the grant comply with the applicable standards. In the event such standards change during the Grantee's performance, DHHS may create an amendment to the grant to request that Grantee comply with the changed standard at a cost mutually acceptable to the parties.

- X. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Grantee shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Grantee is an individual or sole proprietorship, the following applies:

1. The Grantee must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Grantee indicates on such attestation form that he or she is a qualified alien, the Grantee agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Grantee's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Grantee understands and agrees that lawful presence in the United States is required and the Grantee may be disqualified or the grant terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

- Y. PUBLICATIONS. Grantee shall acknowledge the project was supported by DHHS in all publications that result from work under this grant.

- Z. PROGRAMMATIC CHANGES. The Grantee shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.

- AA. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment.

The Grantee shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Grantee can be made. Download ACH Form: http://www.das.state.ne.us/accounting/nis/address_book_info.htm

- BB. PUBLIC COUNSEL. In the event Grantee provides health and human services to individuals on behalf of DHHS under the terms of this award, Grantee shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this grant. This clause shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

- CC. **RESEARCH.** The Grantee shall not engage in research utilizing the information obtained through the performance of this grant without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this grant.
- DD. **SEVERABILITY.** If any term or condition of this grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this grant did not contain the particular provision held to be invalid.
- EE. **SUBGRANTEES OR SUBCONTRACTORS.** The Grantee shall not subgrant or subcontract any portion of this award without prior written consent of DHHS. The Grantee shall ensure that all subcontractors and subgrantees comply with all requirements of this grant and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- FF. **SURVIVAL.** All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this grant, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this grant.
- GG. **TIME IS OF THE ESSENCE.** Time is of the essence in this grant. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Grantee remaining.
- HH. **NOTICES.** Notices shall be in writing and shall be effective upon mailing. Unless otherwise set forth herein, all Grantee reporting requirements under the grant shall be sent to the DHHS Grant Manager identified on page 1. Written notices regarding termination of this grant or breach of this grant shall be sent to the DHHS Grant Manager identified on page 1, and to the following addresses:

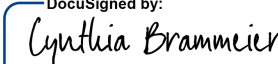
FOR DHHS:
Nebraska Department of Health and Human
Services - Legal Services
Attn: Contracts Attorney
301 Centennial Mall South
Lincoln, NE 68509-5026

FOR GRANTEE:
Connie Cooper, Director
Northeast Nebraska Area Agency on Aging
119 W Norfolk Ave
Norfolk, NE 68701-5339
402-370-3454

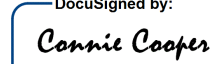
DHHS may change the DHHS Subaward Manager to be notified under this section via letter to the Grantee sent by U.S. Mail, postage prepaid, or via email.

IN WITNESS THEREOF, the parties have duly executed this subaward hereto, and each party acknowledges the receipt of a duly executed copy of this subaward with original signatures, and that the individual signing below has authority to legally bind the party to this subaward.

FOR DHHS:

DocuSigned by:

Cynthia Brammeier
Administrator
State Unit on Aging

FOR GRANTEE:

DocuSigned by:

Connie Cooper
Director
Northeast Nebraska Area Agency on Aging

DATE: 6/29/2018 | 15:13:40 CDT

Grant – No Federal Funds
Rev. 08/2017

DATE: 6/29/2018 | 15:10:13 CDT

Page 8 of 8

ATTACHMENT A

NENA

42927 Y3
1/2018

FY 2019 BUDGET - CASA Only

[Taxonomy #, Service, Unit Measure]	6. Care Management - CASA (1 hour)	SENIOR VOLUNTEER PROGRAM	SHIP	36. ADRC	LEGAL CLINIC				Area Plan Admin	TOTAL
COST CATEGORIES										
1. Personnel	\$429,266		\$87,740	\$31,566						\$548,572
2. Travel	\$45,834		\$2,929	\$2,912						\$51,675
3. Print & Supp.	\$6,170		\$3,372	\$1,229						\$10,771
4. Equipment	\$5,858		\$215	\$69						\$6,142
5. Build Space	\$20,561		\$3,304	\$1,284						\$25,149
6. Comm. & Utilit.	\$9,002		\$1,390	\$2,570						\$12,962
7. Other	\$20,659		\$10,798	\$31,029	\$422					\$62,908
8a. Raw Food										\$0
8b. Contractual				\$17,000	\$3,328					\$20,328
9. GROSS COST	\$537,350	\$0	\$109,748	\$87,659	\$3,750	\$0	\$0	\$0	\$0	\$738,507
NON-MATCHING										
10. Other Funding			\$28,514							\$28,514
11a. Title XX/Medicaid										\$0
11b. NSIP										\$0
12a. Income Cont./Fees	\$1,500									\$1,500
12b. TOTAL NON-MATCH	\$1,500	\$0	\$28,514	\$0	\$0	\$0	\$0	\$0	\$0	\$30,014
13. ACTUAL COST	\$535,850	\$0	\$81,234	\$87,659	\$3,750	\$0	\$0	\$0	\$0	\$708,493
MATCH										
14a. Local Public (Cash)										\$0
14b. Local Public (In-Kind)										\$0
15a. Local Other (In-Kind)										\$0
15b. Local Other-Cash										\$0
16a. TOTAL LOCAL MATCH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16b. Cost Less Match	\$535,850	\$0	\$81,234	\$87,659	\$3,750	\$0	\$0	\$0	\$0	\$708,493
FUNDING										
17a. CASA	\$182,122		\$81,234	\$87,659	\$3,750					\$354,765
17b. CASA (Used as Match)										\$0
18a. SUA Grants										\$0
18b. Special Award										\$0
18c. Care Management										\$93,728
18d. TOTAL SUA COST	\$182,122	\$0	\$81,234	\$87,659	\$3,750	\$0	\$0	\$0	\$0	\$354,765

Sen. Vol. units are reported under
volunteerism in NAMIS

Projected Units	9,923.00	0.00	0.00	126.00	25.00	0.00	0.00	0.00	0.00
Gross Cost Per Unit (9)	\$ 54.15	#DIV/0!	#DIV/0!	\$ 695.71	\$ 150.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Match Per Unit (16b)	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total SUA Per Unit (18d)	\$ 54.00	#DIV/0!	#DIV/0!	\$ 695.71	\$ 150.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

CASA Only

5/1/2018

ATTACHMENT B

State Unit on Aging

Care Management Reimbursement Request

Form C 42927 Y3

NEBRASKASubrecipient Name Northeast Nebraska Area Agency on Aging

Good Life. Great Mission.

Address Book No. 539491

DEPT. OF HEALTH AND HUMAN SERVICES

Subaward No. _____

Service Dates _____

Total Casework Time Units

Approved Reimbursement Rate

Actual Value _____ - _____

Client Fees Received

CASA funds

Other Income (list separately below)

.

.

.

Total Income _____ - _____

Total Reimbursement Requested _____ - _____

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ABOVE AMOUNTS AND FUNDS REQUESTED ARE TRUE, COMPLETE, AND ACCURATE AND ARE FOR THE PURPOSE SET FORTH IN THE SUB-AWARD DOCUMENT. I ACKNOWLEDGE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT INFORMATION, OR OMISSION OF ANY MATERIAL FACT, IS PUNISHABLE UNDER THE FALSE CLAIMS ACT.

DIRECTOR_____
DATE**SUA Staff Only**

NAMIS Report Attached

Certified By:

Reviewed By:

OnBase No.

ATTACHMENT C

NEBRASKA

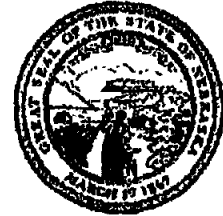
Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

NEBRASKA STATE UNIT ON AGING

APPLICATION

FOR RECERTIFICATION OF A CARE MANAGEMENT UNIT



Pete Ricketts, Governor

Applicant Name: Northeast Nebraska Area Agency on Aging (NENAAA)

Street Address: 119 West Norfolk Avenue

City/State/Zip: Norfolk, NE 68701

Contact Person (Include Address and Telephone if different from above): Connie Cooper, Executive Director and
Rich Brandow, Long Term Care Supervisor

DIRECTIONS FOR APPLICATION FOR RECERTIFICATION

- 1) Complete this form, attach necessary information, and submit no later than March 31, 2018 to:
Nebraska State Unit on Aging - DHHS.Aging@nebraska.gov.
- 2) A. If the Provider is a corporation, attach a resolution that has been adopted by the Governing Unit of the Care management Unit's Provider Organization approving Application for Recertification; and

Provide for the signature of the chairperson of the Governing Unit to the statement below:

I, Dennis Kment, chairperson of the NENAAA, certify that the Governing Board has authorized application for recertification of the Care Management Unit with Planning and Service Area

Date: 3/15/18

Signature: *Dennis Kment*
Title: Chairman

B. If the Provider of a Care Management Unit is a sole proprietorship or partnership. Provide for the signature of the duly authorized person to the statement below:

I, _____, of _____, certify that I am the authorized agent of the above organization and am authorized to apply for recertification of the Care Management Unit within Planning and Service Area

Date:

Signature:
Title:

- 3) Attach to this application form your current Care Management Unit Plan of Operations as well an attachment indicating any change proposed to the Care Management Unit's current certified Plan of Operation which is to be effective with Recertification, along with explanation supporting the reasons for any proposed change.

NENAAA

4/01/2018

Care Management Attachment

Per the application for recertification of a care management unit, this attachment indicates changes proposed to the Plan of Operation along with supporting reasons for any proposed change.

- ~~Page 4, E4. Revised sentence to state:
"All clients who show indications of dementia, cognitive impairment or confusion."
This revision removed the "probable cause reason due to inadequate nutrition or improper medication administration". There are multiple causes for dementia and confusion not related to nutrition and medication administration.~~
- ~~Page 8, H. Add sentence after first paragraph to state:
"At this time, no contractors will be utilized with the care management program."
Included to comply with regulations.~~
- ~~Page 11, M1. Revise to state:
"Orientation Program for all Care Management Personnel. The following program will be presented to all new care management personnel in varying order as determined....."
To comply with regulations.~~
- ~~Page 16, D will state:
"The State Unit on Aging shall conduct a periodic review of the care management program for the purpose of evaluation of the care management's compliance with the rules and regulations.

The State Unit on Aging will have access to files and records of the care management unit, including the provider, supervisor or contractor of the care management unit.

The State Unit on Aging shall use the results of a periodic review in the process of determining if certification of the care management unit shall continue."
To comply with regulations.~~

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PLAN OF OPERATION**FOR****NORTHEAST NEBRASKA AREA AGENCY ON AGING
CARE MANAGEMENT UNIT****I. (2.006.01A) PHILOSOPHY, GOALS AND OBJECTIVES OF THE NORTHEAST
NEBRASKA AREA AGENCY ON AGING CARE MANAGEMENT UNIT****A. Statement of Philosophy.**

The Northeast Nebraska Area Agency on Aging (NENAAA) has maintained a long-standing commitment to the development and delivery of services, which addresses the long-term care needs of the elderly. With this commitment in mind, NENAAA will operate and deliver services through their State Certified Care Management Unit.

The underlying philosophy for maintaining a community based Long Term Care System is to enable individuals to live their lives with the highest level of independence and choice possible. When faced with problems related to deteriorating health, financial and social status it is important for an individual to retain control of the decisions related to their situation. To that end, we have adopted the following "view of an older person":

1. A person who is in full possession of their civil rights.
2. A unique individual rich with life experience.
3. An equal.
4. A whole person who cannot be divided into a number of individual parts or needs.
5. A person who has primary responsibility, if not sole responsibility for their life, and decisions regarding their life.
6. The ultimate authority of their own needs.
7. Regardless of overwhelming impairments, a person who can participate in and contribute to problem solving.
8. A person who has had, as all of us, problems throughout all their life and is not to be spared from the adventure of living now.
9. A person who bears social responsibilities, who's good is balanced against others.
10. A person fully capable of change and recovery.
11. A person who is entitled to the best services and care within the community.

Long Term Care shall mean the caring for people who have unmet psychosocial, environmental, or functional needs and who need assistance in meeting these needs for an average of three months or longer.

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The NENAAA Care Management Unit shall assist a client to identify unmet needs and utilize services needed to assure that the client is receiving, when reasonably possible, the least restrictive level of care meeting their level of need. These services shall include all support systems of a client, including family members, neighbors and friends. NENAAA Care Management Unit shall coordinate the delivery of a continuum of services, using all available care resources, including community-based services and institutional resources. This includes the coordination with the other CHOICES programs, i.e. Medicaid Waiver, Resource Development. The Care Management Unit assists clients with services as specified in Title 158 NAC 2 and Nebraska Revised Statutes Section 81 – 2229 through 81 – 2236, R.R.S. 1943 (the Act), including assessment, long term care plan development, referral for clients in need of long term care services, coordination of long term care plans, monitoring of the client's long term care plan and ongoing consultations. A basic module for a continuum of care includes these six basic components: Assessment, Care Plan Development, Care Plan Implementation, Monitoring, Evaluation, and Advocacy, which results in optimum functioning of the individual.

B. (2.00.061A1) Goals and Objectives

See 5 Year Plan, and effective 7/01/2016 Area Plan FY 17-19

C. (2.006.01C) PERFORMANCE REVIEW/EVALUATION.

The methods used to evaluate the attainment of goals and objectives will be to:

1. Review the written goals and objectives at the beginning of each fiscal year in July with the Care Manager, Executive Director and the Advisory and Governing Boards, as documented *through meeting minutes*.
2. The evaluation findings in the form of a case history will be documented by the monthly narrative reports, which are presented to the Advisory and Governing Boards, as documented *through meeting minutes*.
3. At least annually a review of the goals and objectives will be conducted with the Care Managers.
4. Performance deficiencies noted by review or State Unit on Aging monitoring will be addressed through a plan of correction.

II. POLICIES/PROCEDURES/REPRESENTATIONS.

- A. (2.006.01B) Citizen Input. Input will be received from local citizens in the formulation and implementation of the Plan of Operation by consulting every other month with the Advisory Board of NENAAA, planning committee and the annual public hearings. A needs survey for Care Management, nutrition, and

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services programs may be conducted in communities to solicit input regarding needed services when funding allows.

B. (2.006.01B) Procedure to Inform Eligible Individuals. Eligible individuals will be informed about Care Management Services on a regular basis and in a comprehensive manner by:

1. Continued contact with social workers at nursing homes and discharge planners at hospitals both in person and/or the use of brochures.
2. Continued contact with senior center directors and site managers as well as those persons who attend senior centers both in person and/or with the use of brochures.
3. Continued contact with VA representatives and caseworkers at DHSS both in person and/or with the use of brochures will be an ongoing priority.
4. Speaking engagements with various organizations by Long Term Care Supervisor or Agency staff as requested.
5. Continued contact with clergy.
6. Press releases as appropriate through use of newspaper, radio, and TV when appropriate. (See details in objective section).
7. Advise health professionals through public speaking, brochures, and in-person contacts as an ongoing priority.

C. (2.006.01D) Assurance of Separate Operation.

The NENAAA Care Management program will be operated by the pre-existing care management program, which is not engaged in the delivery of direct services. The Care Management program is a separate and widely recognized neutral component within this planning and service area.

The Care Management Unit shall be operated separately from Direct Care Programs of an Area Agency on Aging or the Direct Care Program of any other provider of a Care Management Unit. The Care Management program shall be a single, distinct unit servicing NENAAA's entire 22 county region. This is the one major component of effective advocacy as there is no vested interest.

Fiscally, a separate program budget will be prepared and executed annually. All costs associated with the operation of the care management unit will be isolated. Revenue derived from the program will be committed to defraying operational costs and the delivery of care management through the care management unit.

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D. (2.006.01E) Procedure for Interdisciplinary Approach.

The following procedures will be used to utilize an interdisciplinary approach:

1. Whenever necessary and if possible, the interdisciplinary team approach will be included in the assessment and care planning process. This includes Social Service intervention which is "in-kind" from the Nebraska Department of Health and Human Service, League of Human Dignity, Region IV and other agencies too numerous to mention.
2. The team approach will extend to the initial dietary consultation by NENAAA's Certified Dietary Managers and legal advice from Legal Aid of Nebraska as needed by each respective client.
3. Whenever the client has granted permission to share confidential information, care managers will share that for the benefit of the client; even extending to formal team conferences as needed.

E. (2.006.01F) Procedure for Service Priority. The criteria for priority of eligible individuals to receive Care Management Services, in the event funds are insufficient to meet all clients needs, will be based on need without regard to date of application or income as follows:

1. All clients at risk for immediate nursing home placement.
2. All clients who are referred by DHHS, hospital discharge planners, home health care, or physicians.
3. All clients referred by a family or caregiver who is indicating the need for help.
4. All clients who show indications of dementia, cognitive impairment, or confusion.
5. Any client with one or more functional problems requiring assistance.
6. All clients who are on 10 or more medications.
7. Any client who has suffered the recent death of a spouse or other major caregiver.
8. All clients over age 85 needing assistance.
9. Anyone who may be able to leave a nursing home and return to a more independent style of living.

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F. (2.006.01G) Grievance Procedure.

One of the goals of the care manager is to generate satisfied consumers. However, because of the complexity of the care management system and the need for careful management of governmental funds, disagreements or other concerns may arise.

The care plan should meet the needs of the client. The success of the plan will depend on the client's willingness and ability to be an active participant, the support of the key people in the client's life and the cooperation of the community at large.

The care plan will be developed to adequately meet the client's needs while keeping them in their home. When circumstances lead to the conclusion that this goal cannot be obtained, the use of public money should be questioned.

If the client or the individual acting on their behalf feels the client's rights have been violated, the Consumer Grievance Procedure may be initiated.

See attached Consumer Grievance Procedure

III. (2.006.01H) BUDGET INFORMATION.

See Area Plan

(2.006.04A/2.006.03) Unit of Service Estimate.

A. See Area Plan

B. (2.006.01H2) CASE WORK TIME UNITS; RECORDING ACTUAL CASE WORK TIME UNITS:

NENAAA'S Care Management Unit will record the units of service provided to each care management client on the bottom of the monthly narrative or Agency form. Documentation in the client record will include:

- a. Client's name
- b. Date service provided
- c. Care manager's name or computer code number
- d. Specific service delivered
- e. Amount of service delivered (to nearest quarter hour)

This information will be entered into the Care Management information system or other systems developed by the Nebraska Department of Health and Human Services, State Unit on Aging.

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IV. **(2.006.02A) ADMINISTRATIVE AND PROGRAMMATIC OPERATIONS.**A. **Care Management Unit Description. CMU Organizational Chart.**

See attached organizational chart

Flexible care management assignments to equal the workload due to the number of clients will mandate increasing or decreasing care managers in PSA-C.

B. **(2.006.02A) Personnel Policies & Procedures.****Job Descriptions:****Title:** Long Term Care Supervisor**Reports to:** Executive Director

See attached job description.

Title: Care Management Unit Supervisor**Reports to:** Long Term Care Supervisor

See attached job description.

Title: Care Manager**Reports to:** Long Term Care Supervisor and/or Care Management Supervisor

See attached job description.

Job Summary:

Responsible for doing care management in assigned county/counties according to the "Plan of Operation" as approved by the State Unit on Aging. Responsible for maintaining and insuring confidentiality of client records. Requires ability to effectively communicate orally and in written form and the ability to work with professionals in the health and human services field.

Title: Care Management Assistant**Reports to:** Long Term Care Supervisor and/or Care Management Supervisor

See attached job description.

C. **(2.006.02A) Personnel Procedures.**

The Care Management unit is governed by and will operate in full compliance with Title 5 of the Code of Federal Regulations, Part 900, Subpart F, Standards for a Merit System

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of Personnel Administration as incorporated in the regulations for the State Unit on Aging in all matters pertaining to the hiring and selection, compensation, evaluation, disciplinary action and grievance, and supervision and training of employees, volunteers, students and/or interns.

See attached Personnel Policy, updated 2016

D. (2.006.02A1) Equal opportunity and Affirmative Action Policy Statement.

See attached policy

E. (2.006.02A3) Exclusive Responsibility Policy.

In accordance with Department of Health and Human Services, State Unit on Aging Rules and Regulations related to the operation of Care Management Units, the NENAAA affirms that the delivery of care management services are the exclusive responsibility of the Long Term Care Supervisor, Care Management Supervisor and Care Managers.

The Long Term Care Supervisor will be responsible for overseeing care management services by insuring that state guidelines are met and that the NENAAA Plan of Operation is followed as approved and submitted to State Unit on Aging.

Training and supervision of care managers is the responsibility of the Long Term Care Supervisor or delegated to a designated member with advanced care management experience who will be responsible for care manager development, supervision and monitoring of casework quality. The designated care manager responsible for casework supervision will be directly accountable to the Long Term Care Supervisor to carry out responsibilities in compliance with state regulations and under direction of the supervisor.

Care managers will be responsible for their clients' cases with the exception of responsibilities for implementation and monitoring that do not require the specific skills of the care manager. These may be delegated to a service provider and monitored by the care manager.

F. (2.006.02B) Designated Supervisor.

NENAAA's Long Term Care Supervisor will be responsible to implement the plan of Operation and to supervise the activities of the care management staff as described previously.

Implementation activities requiring specific expertise will be carried out by the use of a designated care manager in these functions in conjunction with and under the direction of the Long Term Care Supervisor and/or the Care Management Supervisor.

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G. (2.006.02C) Minimum Qualifications.

The care managers will have the following minimum qualifications:

1. (006.02C1) A current Nebraska license as a registered nurse, or baccalaureate or graduate degree in the human services field, and
2. 6.02C2) At least two years experience in long-term care, gerontology or community health.

In addition to the above qualifications, the Long Term Care Supervisor shall have at least two years of supervisory or management experience.

Care managers with delegated responsibility for supervision of care management services will also have the qualifications required of the Care Management Unit Supervisor.

H. (2.006.02D3) Monitoring Process.

All care managers will be screened for the minimum qualifications, background checks and receive orientation specific to their job classification. All care managers will be governed by state requirements and NENAAA plan procedures for Care Management service provision. All care managers will be directly accountable to the Long Term Care Supervisor to directly guide them in their service provision.

At this time, no contractors will be utilized with the care management program.

The Long Term Care and/or Care Management Supervisor will review a random selection of care management cases on a monthly basis, including new assessments and follow-up cases. Newly hired Care Managers will have extensive supervision which, when completed, will be reduced to the random review selection level as well as regular in-service training. All care managers will operate under these basic elements of accountability.

The random selection of cases will be reviewed to insure that the basic file requirements are met. All Care Management services will be reviewed at regular intervals by the Long Term Care Supervisor or designated staff member. Cases will be reviewed at the following intervals:

- a) Opening of the case.
- b) Implementation of plan.
- c) Monitoring.
- d) Reassessment.
- e) Closure of case.

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All care managers will be monitored by the above process. Performance based outcomes will be outlined that specify the completion of a written assessment and plan.

I. (2.006.02D4) Maintenance of Accounting Records.

All accounting records and financial statements related to the Care Management Unit will be separate from any other program through NENAAA. Financial records will be maintained in accordance with generally accepted accounting principles.

J. (2.006.02D5) Audit Report.

The Care Management Unit will obtain and file with the Department of Health and Human Services State Unit on Aging an audit report by September 30th of each year. The audit shall be conducted in accordance with generally accepted auditing standards resulting in an opinion of the financial statements of Subsection 2.006.02D4.

K. (2.006.02E) Client Rights Policies and Procedures.

The NENAAA Care Management Unit shall ensure that clients have the following rights:

- a) (2.006.02E1) Care management services are available to eligible older persons on a voluntary basis. Each prospective client can either accept or reject care management services. When the care management proposal is preferred, the client will be asked to sign a form which states they are either accepting or rejecting the care management services. Accepting or rejecting care management services does not automatically include or exclude the person from other NENAAA services for which they might be eligible.
- b) (2.006.02E2) Each older person who participates in the Care Management program will be asked to help develop the care plan that best fits his or her needs. The older person receiving care management services may also reject any portion of the care management plan.
- c) (2.006.02E3) The care manager will provide the older person with information about available services. Based on the availability of these services, the older person will be able to choose the agency or individuals that will provide the requested service.
- d) (2.006.02E4) NENAAA care management services are available to everyone regardless of race, color, sex, national origin, religion, or

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disability or any other prohibited basis of discrimination, under Local, State or Federal law.

- e) (2.006.02E5) The right to be informed of the name of the care manager responsible for their case.
- f) (2.006.02E6) The right to receive a description of available care management services, fees charged and billing procedures.
- g) (2.006.03E7) The right to have access to their care management service file and record unless such access is restricted by law.
- h) 2.006.02E8) The right to register complaints and file grievances without being subject to discrimination or reprisal.

L. (2.006.02F) Client Information and Confidentiality.

1. (2.006.02F1) Releasing information to or obtaining information from other agencies or professionals: The NENAAA Care Management Unit shall maintain client confidentiality in release of information to, and obtaining information from, third parties. Client consent forms will be signed by clients and third party receiver of such information shall show receipt of such information when such information is necessary for the particular client's case. All clients will be given a copy of the consent form, which outlines their rights. (See appendix for form, which clarifies receipt of consent copy.)
 2. Access to records: Client records (both "hard" and "soft" copies) shall be maintained at NENAAA office. Client files and records shall include all documents relating to the client, including the assessment document, the long-term plan of care and proper release forms. Access of these records shall be limited to the care managers, the Care Management Supervisor, the Long Term Care Supervisor and when indicated, appropriate third parties within the scope of the law, including HIPAA, and with previous proper authorization. If records are shared with another agency on behalf of the client, the care manager will document in the narrative portion of the record verbal approval of client or representative.
- All records will be returned to the NENAAA when a case is closed or the care manager is no longer assigned to the case.
3. (2.006.02F3) Confidentiality. Client confidentiality shall be maintained when care managers participate in Long Term Care Plan conferences or consultations involving outside persons. (See consent form in appendix.)

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4. (2.006.02F4) Release of Information Documents. All release of information forms and/or documents legally approving the release of information are to be put in the client file or record.
5. (2.006.02F5) Use and Storage of Confidential Records. All client records are to be used only by a person with care management related job responsibilities that necessitate use of the client file. When the client file is in use, the worker will be responsible for preserving the confidentiality of the information from anyone other than those with care management related responsibilities or authorized signed release. Records in storage will be maintained in a secured access environment. Storage of case records including computerized case data shall have the same restricted access.
6. (2.006.03) Establishment of Client Files. A client file shall be established as soon as the client is found to be eligible to receive care management services.

Each client will have their own file even though we may also be providing care management to another relative in the family, i.e., and spouse.

The client file will be labeled with the client's name, and will store all documents relating to the client. These documents are to include the assessment form, the care plan, signed release of information forms, written narratives, correspondence and all documents relevant to the service provision for the particular client.

7. (2.006.03A) File Availability. Funding and certification entities for the Care Management Unit may inspect, audit, and review client files and records.

M. Training Plan.

1. (2.006.04A) Orientation Program for all Care Management Personnel:
The following program will be presented to all new care management personnel in varying order as determined by the Long Term Care Supervisor and/or Care Management Supervisor:
 - a) Introduction to Care Management
 - b) Care Management Services Orientation and Overview:
 - ❖ Long term goals & objectives
 - ❖ Community based long term care
 - ❖ Care Management tasks
 - ❖ Rules & regulations regarding Care Management
 - ❖ Benefits of care management
 - ❖ Review "Plan of Operation"

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- ❖ Long term care process and philosophy
- ❖ Assessment process
- ❖ Assessment practice
- ❖ Record keeping
- ❖ Need identification
- ❖ Advocacy
- ❖ Case planning

c) Care Management Practicum.

- ❖ In-Field training with Long Term Care Supervisor, Care Management Supervisor, and/or designated staff initially and ongoing as necessary.
- ❖ Case by case consultation for future training.

2. (2.006.04B) Participation of Long Term Care Supervisor in Training. The Long Term Care Supervisor and/or Care Management Supervisor will attend training provided by Department of Health and Human Services State Unit on Aging for Care Management development.
3. (2.006.04C) In-service Training. The Long Term Care Supervisor and/or Care Management Supervisor shall conduct an orientation program for all care managers.
 - a) NENAAA Care Management Unit in-service training shall include at a minimum, quarterly in-service training to care managers. Training may include but not limited to the following:
 - ❖ Policies and procedures of the Care Management Unit.
 - ❖ Techniques, methods and research on care management.
 - ❖ Proper uses of the standardized long term care assessment documents.
 - ❖ Updated information on in-home services, care planning, treatments, etc... for older adults.

V. **LONG TERM CARE DOCUMENT.**

1. (2.006.05/2.006.05B) Standardized Long Term Care Assessment Document. The NENAAA Care Management Unit shall use the long-term assessment document issued by the State Unit on Aging. The NENAAA Long Term Care Supervisor and/or Care Management Supervisor shall provide for the training of the care manager prior to the use of the document.

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VI. **LONG TERM CARE PLAN.**A. **(2.006.06) Policy and Procedures.**

The long-term care plan is to be used by the Care Management Unit to document a specific client's needs and agreed upon plan for meeting these needs.

1. **(2.006.06A) Client Consultation & Participation.**

Development of a long term plan of care for clients participating in the NENAAA Care Management Unit shall include consultation and participation by the client, including client consent in plan development (when possible and appropriate, the family will be consulted at the client's discretion). Individual goals and objectives shall be established and agreed upon by the client's participation and consultation:

- a) An assessment is conducted to assemble an up-to-date and comprehensive view of the client's strength, deficits, circumstances and unmet needs as a basis for service planning.
- b) Care manager will then develop a care plan based on medical, social and functional strengths as well as problems in the case.
- c) The care manager will talk to the client about appropriate service options.
- d) The client will be allowed to choose the services that they feel are most appropriate to their situation.
- e) With client's approval, the client's family or other service providers can be included in this planning meeting.
- f) The care manager (or client if able) then consults with any agencies, support systems, or other professionals not included in the planning meeting, to get input and determine that this is a workable service package for the client's needs.
- g) The plan is then included in the client's record.
- h) Follow-up is recommended every three months. The care manager has the right to determine less frequent follow-ups if appropriate, i.e. nursing home placement, etc.
- i) In the event a safe care plan cannot be written, a case will not be opened and APS will be informed. Likewise, if the environment

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and/or in-home situation become unsafe for the client, the case will be closed. The client and APS will be notified.

2. (2.006.06B) Use of Interdisciplinary Approach. NENAAA Care Management Unit shall use an interdisciplinary approach to Care Management, utilizing formal and informal support systems available to the client.

Due to lack of support systems in our rural area, the care manager will consult with other agencies or support system members as needed to set up the plan.

3. (2.006.06C) Use and Coordination of Appropriate Resources. NENAAA Care Management Unit shall coordinate appropriate resources that are available to the client's specific area of residence so that the client receives, when reasonably possible, the least restrictive level of care that best matches their level of need. The Agency's Resource Developer may be consulted regarding locating providers or services.

Whenever possible, plans will give priority to maintaining, improving, and strengthening the involvement of informal supports.

Where public and private resources exist to meet client needs, they will be utilized in appropriate situations and coordinated so as to promote broad-based client support from the continuum of care thereby reducing duplication and overlap.

4. (2.006.06C1) Recording Services Needed, But Not Available. NENAAA Care Management Unit shall record those services that are needed by any particular client but are not available, as well as those services that are rejected by the client.

- 4a. (2.006.06D/2.006.06D1) Minimum Care Plan Requirement. The long-term care plan will establish individual goals and objectives agreed to by the client.

- a) Goals are to be specific, performance based and measurable.
- b) Goals will be recorded on the care plan form or in the narrative portion of the client's record.
- c) (2.006.06D2) Establish a time frame for implementation of the long-term care plan by notations of target dates, when appropriate.
- d) (2.006.06D3) Define the services, which are needed including any equipment or supplies.

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- e) (2.006.06D4) Define who will provide each service when service provider is needed.
 - f) (2.006.06D5) Specify the availability of services, supplies and/or equipment.
 - g) (2.006.06D6) Specify the costs and methods of service delivery when information is available.
 - h) (2.006.06D7) Provide for reassessment upon change in client status by listing reassessment as a goal, and defining the agreed upon changes that would signal a need for reassessment of the client situation.
5. (2.006.06E) Monitoring and Delivery of Services. NENAAA Care Management Unit shall monitor the delivery of services to the client to reasonably assure the continued appropriateness and effectiveness of the services being delivered under the long-term care plan. All clients shall be given an estimated cost for services, and the methods of service delivery. It shall be defined who will provide each service and a tentative time frame established for the implementation of the long-term care plan. There will be an on-going exchange of ideas and communication between the client and the Care Management Unit.
6. (2.006.06F) Review of the client's Long Term Care Plan. The care managers and/or Care Management Unit Supervisor shall review the Client's Care Plan on at least an annual basis.
7. (2.006.07) Accessibility of Services. Each Plan of Operation shall provide for development of a comprehensive directory of available public and private resources that documents Continuum of Care services, including both formal and informal community based services and institutions for use in referral activities of the Care Management Unit. NENAAA will utilize resources from the Network of Care website and the Aging and Disability Resource Center.
- 8 (2.006.08) Uniform Data Collection.
- A. NENAAA Care Management Unit will comply with the Nebraska Care Management Information System issued by State Unit on Aging and the Department of Health and Human Services for the data collection, information processing, and reporting requirement of Department of Health and Human Services.

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- B. (2.006.08) Use of Nebraska Care Management Information System. NENAAA Care Management Unit will use the Nebraska Care Management Information System which is a computer software package adopted in 1988 for Nebraska from the "Client Oriented Case Management and Serving Reporting System for the Aging Network" designed by Long Term Care Gerontology Center in Kansas City, Kansas, and issued by the State Unit on Aging.

In the event of an implementation of another system, NENAAA Care Management Unit will comply with the State Unit on Aging regulations regarding implementation of said system.

- C. (2.006.08A) Computer Compatibility and Data Entry. NENAAA Care Management Unit will have access to a compatible computer in order to use the Nebraska Care Management Information System, or any other required computer system, and will be responsible for data entry and verification monthly and the annual report to the State Unit on Aging.

- D. (2.006.09A-B.) Periodic Review: The State Unit on Aging shall conduct a periodic review of the care management program for the purpose of evaluation of the care management's compliance with the rules and regulations.

The State Unit on Aging will have access to files and records of the care management unit including the provider, supervisor or contractor of the care management unit.

The State Unit on Aging shall use the results of a periodic review in the process of determining if certification of the care management unit shall continue

- E. (2.006.10) Amendment of the Plan of Operation. Amendments of the Plan of Operation shall be submitted to the State Unit on Aging for approval prior to implementation. Amendments of the plan of operation will be made:

- 1) If NENAAA Care Management Unit is unable to meet timetables outlined for services, or goals and objectives.
- 2) When significant policies and procedures need to be changed.
- 3) When other representations and commitments made in the Plan of Operation cannot be met due to schedule conflicts.

Amendments of the Plan of Operation shall be submitted to: The Nebraska State Unit on Aging P.O. Box 95026, Lincoln, NE 68509-5026.

CM plan of operation

JOB DESCRIPTION

NORTHEAST NEBRASKA AREA AGENCY ON AGING
119 WEST NORFOLK AVENUE
NORFOLK, NE 68701

I. JOB IDENTIFICATION

Job Title
Long Term Care Supervisor

Immediate Supervisor
Executive Director

Agency
NORTHEAST NEBRASKA AREA AGENCY ON AGING

Department
Long Term Care Unit

Effective Date
3/2018

II. POSITION SUMMARY

Characteristic of the Class:

Responsible for the overall delivery of long term care services at the Northeast Nebraska Area Agency on Aging. The Long Term Care Supervisor works to ensure effective, efficient and quality of services in the operation of the Long Term Care Unit.

III. SPECIFIC RESPONSIBILITIES

-
1. Responsible for the overall provision of Senior Care Options, Medicaid Waiver, Care Management and in-home services through the Agency.
 2. Develop a quality assurance program based on the performance accountability system established by Health and Human Services.
 3. Monitor Senior Care Options, Medicaid Waiver and Care Management to ensure rules and regulations and program guidelines are being met.
 4. Responsible for Senior Care Options screening and assist with training of Aging staff on screenings.
 5. Complete billing forms for Senior Care Options and Medicaid Waiver cases monthly.
 6. Complete Senior Care Options, Medicaid Waiver and Care Management reports as needed.
 7. Over-see in-home service programs including contracts, monthly calendars and budget.

8. Assist with annual budgets with the development of the Area Plan and Budget.
9. Responsible for public speaking, working with various organizations, other agencies, etc. to provide information and education on Area Agency on Aging Long Term Care Programs.
10. Provide technical assistance to nursing facilities, assisted living facilities, hospitals, senior centers and other organizations on Area Agency on Aging Long term Care programs.
11. Responsible for hiring, training, supervision and evaluation of Long term Care staff.
12. Present and prepare monthly information on Senior Care Options and/or Medicaid Waiver and Care Management to Advisory and Governing Boards.
13. Develop and maintain current information about trends and future concerns on Long Term Care.
14. Coordinate long term care resource development activities with Resource Development staff, communities and other organizations.
15. Develop and maintain working relationships with other organizations to help promote long term care services and resource development.
16. Develop and implement standards for quality services for in-home long term care programs.
17. Conduct Long Term care meetings for Long Term Care staff as needed.
18. Responsible for maintaining professional knowledge in specialty area through training courses, workshops, seminars and professional publications.
19. Available for weekend and/or holiday coverage for Senior Care Options on a rotation basis.
20. Other Duties as assigned.

IV. EQUIPMENT OPERATION/RESONSIBILITY

Computer operation: Microsoft Word, Excel, basic data base programs, Care Management Information System as designed by the State Unit on Aging, NAMIS, N-FOCUS, CONNECT

Automobile – Personal care available for travel when agency cars are in use and ability to drive. Valid driver's license.

V. PRINCIPAL INTERACTIONS

Contacts Inside Agency: All Staff

Contacts Outside Agency: Older Adults, their families and caregivers, other human service agencies, community organizations, churches, senior centers, hospitals, assisted living and nursing facilities, any community organization.

Supervision: Supervise Long Term Care personnel.

VI. SUPPLEMENTARY INFORMATION

Knowledge, Abilities and Skills:

1. Knowledge of case management/service coordination
2. Skill in assessment, care plan development and implementation
3. Good organizational skills
4. Ability to provide training and education
5. Ability to work with organizations/communities/businesses
6. Basic Computer knowledge

VII. EDUCATION, TRAINING, EXPERIENCE

A. Education

1. Baccalaureate or graduate degree in Human Services field
or
2. Registered nurse, currently licensed in Nebraska

B. Experience, including at least 2 years' experience in long term care, gerontology or community health.

C. Two years of supervisory or management experience.

All Agency Employees must pass background checks as required by the Northeast Nebraska Area Agency on Aging Background Check Policy.

JOB DESCRIPTION

NORTHEAST NEBRASKA AREA AGENCY ON AGING
119 WEST NORFOLK AVENUE
NORFOLK, NE 68701

I. JOB IDENTIFICATION

Job Title:	Immediate Supervisor
CARE MANAGEMENT SUPERVISOR	LONG TERM CARE SUPERVISOR

Agency:
NORTHEAST NEBRASKA AREA AGENCY ON AGING

Department:	Effective Date:
LONG TERM CARE UNIT	3/2018

II. POSITION SUMMARY

Characteristic of the class:

The Care Management Supervisor will provide care management services and is responsible for the overall delivery of long term care services.

III. SPECIFIC RESPONSIBILITIES

1. Assist Long Term Care Supervisor with long term care services at the Agency which includes but not limited to:
 - A. Information and Assistance
 - B. Referral intake to appropriate program
 - C. Quality Assurance
 - D. Training and evaluation of Care Management staff
2. Responsible for the direct provision of Care Management services as established in current regulations and outline in the Agency's Care Management Plan of Operation.
3. Responsible for data gathering, specific record maintenance and timely completion of documentation.
4. Responsible for quality assurance of clients records/charts through monthly evaluations and reviews.

5. Review assessments, care plans, and follow-up documentation as completed by all Care Managers and provide feed-back when needed.
6. Responsible for maintaining professional knowledge in specialty area through courses, workshops, seminars and professional publications.
6. Maintain ongoing relationships with DHHS, community organizations, hospitals, assisted living and nursing facilities, etc.
8. Provide appropriate referrals for in-home services.
9. Assist with the supervision of the in-home service program
10. Management and coordination of the Agency's business operations related to the long term care unit.
11. Comply with all reporting assignments.
12. Other duties as assigned.

IV. EQUIP. OPERATION/RESPONSIBILITY

Computer Operation: Microsoft Word, Excel, basic data base programs, care management information system as designed by SUA, NAMIS

Experience in the use of copy machine, multiple phone line telephone system, fax machine, and answering machine.

Automobile: Valid driver's license, and ability to drive. Personal car available for travel when agency car in use.

V. PRINCIPAL INTERACTIONS

Contact Inside Agency: All Staff

Contacts outside Agency: Older Adults, their families and caregivers, Health and Human Service Agencies, Community Organizations, Senior Centers, hospitals, assisted living and nursing facilities, any organization working with older adults.

Supervision: Care Management personnel.

VI. SUPPLEMENTARY INFORMATION

Knowledge, Abilities and Skills:

1. Knowledge of Case Management
2. Skill in assessment, care plan development and implementation
3. Basic knowledge of computer
4. Good organizational skills
5. Ability to provide public speaking

VII. EDUCATION, TRAINING, EXPERIENCE

A. Education:

1. Baccalaureate or graduate degree in Human Services field or
2. Registered nurse, currently licensed in Nebraska

B. Experience, including at least 2 years' experience in long term care, gerontology or community health.

C. Two years of supervisory or management experience.

All Agency Employees must pass background checks as required by the Northeast Nebraska Area Agency on Aging Background Check Policy

JOB DESCRIPTION

NORTHEAST NEBRASKA AREA AGENCY ON AGING
119 WEST NORFOLK AVENUE
NORFOLK, NE 68701

I. JOB IDENTIFICATION

Job Title:	Immediate Supervisor
Care Management Assistant	Long Term Care Supervisor

Agency:
NORTHEAST NEBRASKA AREA AGENCY ON AGING

Department:	Effective Date:
Long Term Care Unit	6/2016

II. POSITION SUMMARY

Characteristic of the class:

Responsible for Care Management data base, disseminating monthly follow-up information and supplies to Care Managers and overall office management duties of the care management program. The position also consists of front desk reception duties, general clerical activity, assisting with data for monthly and quarterly reports and maintaining information in client files.

III. SPECIFIC RESPONSIBILITIES

1. Update NAMIS data base on all Care Management clients each month after charts are sent in from Care Managers.
2. Send out monthly follow-up lists to Care Managers.
3. Order supplies to Care Managers as requested.
4. Responsible for filing Care Management forms as needed.
5. Organize and complete new client files.
6. Keep records of Long Term Care services for monthly and annual reports.
7. Record daily contributions.
8. Makes client information packets for Long Term Care staff to give to all new clients.
9. Assists with preparation for Long Term Care meetings.

10. Assist with in-home grant program.
11. Take information for referrals and disseminate to appropriate staff.
12. Front desk reception duties, greeting walk-ins, all duties with answering the telephone such as routing phone calls, take messages and disseminate information regarding aging programs and services, etc.
13. Other duties as assigned.

IV. EQUIP. OPERATION/RESPONSIBILITY

Computer Operation: Microsoft Word, Excel, basic data base programs, NAMIS, etc.

Experience in the use of transcription machine, copy machine, multiple line telephone system, fax machine and answering machine.

Automobile: Valid driver's license and have ability to drive.

V. PRINCIPAL INTERACTIONS

Contact Inside Agency: ALL STAFF

Contacts outside Agency: All organizations working with Agency, older adults and disabled individuals.

Supervision: N/A

VI. SUPPLEMENTARY INFORMATION

Knowledge, Abilities and skills:

1. General clerical skills
2. General computer knowledge
3. Organizational skills

VII. EDUCATION, TRAINING, EXPERIENCE

1. Experience and/or training in clerical and computer skills.
2. High School Diploma or equivalent

All Agency Employees must pass background checks as required by the Northeast Nebraska Area Agency and Aging Background Check Policy.

Northeast Nebraska Area Agency on Aging Consumer Grievance Procedure

One of the goals of the Northeast Nebraska Area Agency on Aging is to generate satisfied consumers.

However, because of the complexity of the service system and the need for careful management of governmental funds, disagreements or concerns may arise.

A consumer is defined as a recipient or advocate of said recipient, receiving services provided by the Northeast Nebraska Area Agency on Aging.

Some Agency programs and services have specific guidelines of eligibility and denial of services. The Agency must adhere to those guidelines and will forward any appeal process to the consumer as appropriate.

The consumer grievance procedure is as follows:

1. The consumer shall verbally address the issue/concern with the Agency employee specific to the concern.
2. The supervisor of the department acts as a mediator to resolve the conflict and suggest appropriate actions in conjunction with the Agency employee.
3. Should the consumer not be satisfied with the actions of step 1 or 2, they may file a formal written grievance to the Executive Director. In writing, the following information must be stated: the name and address of the filing party, the consumer name and address (if not the same as filing party), explanation of the issue and the remedy that is sought.
4. The consumer, employee involved, Supervisor and Executive Director shall meet to discuss the issue fully. The Executive Director shall have ten working days to reply in writing to the consumer.
5. Consumers not satisfied with the result of step 3 and 4 may request a full hearing with the Area Agency on Aging Governing Board as follows:
 - a. file the grievance in writing with the Board Chairman within 10 days after the formal reply from the Executive Director.
 - b. the Governing Board shall arrange a special meeting or act on the grievance at a regular meeting.

- c. all parties shall be entitled to provide information and present evidence at the hearing. Governing Board members shall have the opportunity to ask questions and review information to fully understand the grievance.
- d. the decision of the governing board shall be final and shall be presented in writing to the consumer no more than 30 working days after the Board's decision.

This document does not supercede any existing contract dispute resolution procedures or the Agency's personnel policy.

This document does not intend to conflict with, override or violate any laws of the State of Nebraska or laws of the United States of America.

Above Policy Revised and
Approved by Governing Board
November 15, 2012

**Northeast Nebraska Area Agency on Aging
Equal Employment Opportunity
Affirmative Action Policy**

The Northeast Nebraska Area Agency on Aging continues its firm commitment to the principle of equal employment opportunity/affirmative action. The Agency provides equal employment opportunity to all employees and applicants for employment, without regard to race, color, age, sex, national origin, religion, disability, genetic information, marital status, pregnancy, military status or any other prohibited basis of discrimination under applicable local, state and federal law. We make employment decisions consistent with this principle of equal opportunity. This policy applies to all terms and conditions of employment.

The Agency also believes in the principles of the Americans With Disabilities Act (ADA). The Act prohibits employers from unlawfully discriminating against employees or job applicants with disabilities when making employment decisions. We will provide reasonable accommodations to individuals with disabilities who are otherwise qualified for the job in question. We must consider each accommodation on a case-by-case basis to determine whether a reasonable accommodation exists and whether any such accommodation would cause an undue hardship.

The Northeast Nebraska Area Agency on Aging's Equal Employment Opportunity/Affirmative Action Policy is an integral part of the Agency's total activities. It includes the involvement, commitment and support of all staff to insure success.

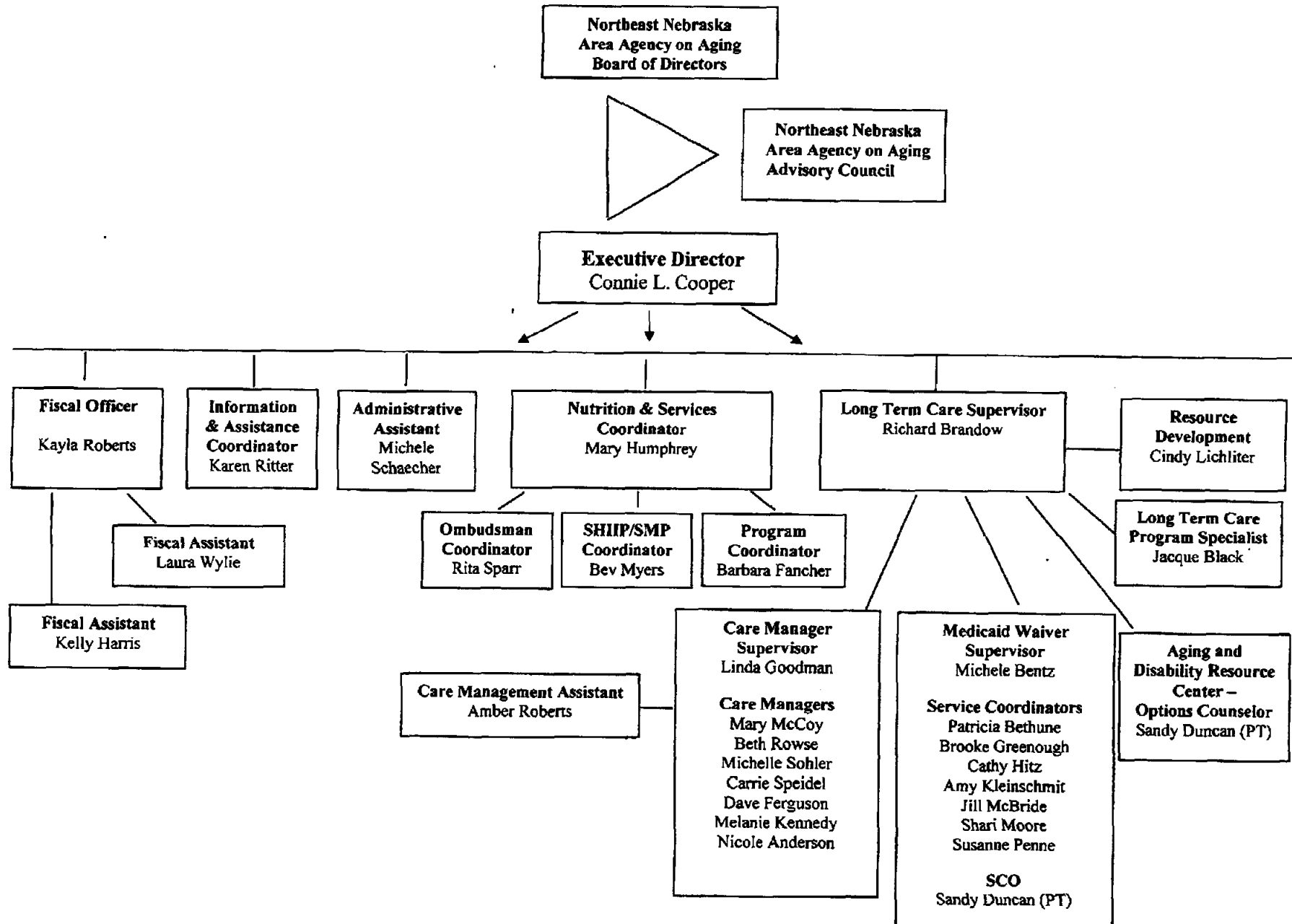
We want our commitment to equal employment opportunity/affirmative action to be a success. If you feel we are failing in our duty and promise of equal opportunity to all applicants or employees, please report your concerns at once to your supervisor or Executive Director. We will take every reasonable measure to correct any unfairness and promise that you will not be subjected to retaliation for bringing such matters to our attention in good faith. We will treat all concerns with the utmost confidence to the extent reasonably possible and consistent with a fair resolution of the problem.

Any questions relating to the Northeast Nebraska Area Agency on Aging Equal Employment Opportunity/Affirmative Action Policy should be referred to the Executive Director.

Above Policy Revised and
Approved by Governing Board
September 20, 2012

NENAAA

NORTHEAST NEBRASKA AREA AGENCY ON AGING ORGANIZATIONAL CHART



FORWARD

The authority for these rules and regulations are vested in the Executive Director of Northeast Nebraska Area Agency on Aging by the Governing Board and are designed to meet the following objectives:

1. Promote economy and efficiency in the Agency's functions through the selection, employment and effective utilization of qualified persons in the area of aging.
2. Take affirmative action to provide equal opportunity to qualified persons for employment on the basis of ability.
3. Retain maximum authority and responsibility at the Agency level for decisions to select or to terminate employees and for other facets of personnel management as may be consistent with the rule-making authority of the Governing Board of Directors.
4. Establish the necessary procedures to assure reasonably uniform and consistent personnel practices and provide a reliable basis for personnel projections, costs and staffing patterns.

Continuing application of these rules and regulations will result in the reasonable assurance of proper basis for personnel administration, which will result in an increased operational efficiency and program effectiveness.

All changes or exceptions to the Personnel Policy must be adopted by the Governing Board.

DEFINITIONS

1. Absence Without Leave means the unauthorized absence of an employee from place of duty during normal duty hours.
2. Agency means the legally constituted Governing Board of Directors and staff of the Northeast Nebraska Area Agency on Aging.
3. Board means the Governing Board of Directors of the Northeast Nebraska Area Agency on Aging.
4. Discharge or Dismissal means the disciplinary termination of employment of an employee for cause.
5. Director means the Executive Director or designated representative of the Northeast Nebraska Area Agency on Aging.
6. Employee means any person in the employ of the Agency who receives a salary or wage.
7. Leave-of-Absence means leave or time off from work for the employee's personal reasons granted by the Agency for which period the employee receives no pay. Accumulation of sick leave and vacation time are not accrued for that period.
8. Leave-Without-Pay means leave or time off from work granted by the Agency at which the employee receives no pay, limited to three (3) days. Accumulation of vacation and sick leave will occur.
9. Probationary Period means a period of time during which an employee is required to demonstrate suitability for a particular position as part of the selection process.
10. Reduction in Force means the involuntary termination (lay-off) of an employee or employees because of lack of work, lack of funds or reorganization.

11. Reinstatement means the privilege of rehire which may be granted by the Agency to a former employee who voluntarily terminates their employment in good standing.
12. Resignation means the voluntary termination of employment by an employee.
13. Suspension means an enforced leave of absence for disciplinary purposes or pending investigation of charges against the employee.
14. Temporary Employee means an employee hired to work full time or part time with the understanding that he or she will be employed for a set period of time or until a specific project is completed.

Northeast Nebraska Area Agency on Aging Code of Conduct

The Northeast Nebraska Area Agency on Aging will conduct its business fairly, impartially, in an ethical and proper manner and in full compliance with all applicable laws and regulations.

To meet the Agency's mission, all employees, contract staff and volunteers must strive for excellence in providing high quality services and programs, demonstrating sound stewardship of resources and displaying fair treatment and respect for all.

Employees must conduct themselves with honesty and integrity while being efficient, effective and accountable for their actions. The Agency will not accept any level of fraud and corruption from its employees, contract staff or volunteers.

Conduct that interferes with operations, discredits the Agency or is offensive to others will not be tolerated and will be subject to corrective or disciplinary action as outlined in the Personnel Policy.

I.**EMPLOYMENT POLICY**

- A. Persons over the age of sixty (60) will be given preference for employment whenever possible and the applicant is fully qualified for the position.
- B. No person who serves as a voting member of the Board of Directors or of any other policy-making body of this organization will be considered for employment.
- C. Residents of the area served by the programs of this organization will receive maximum consideration for hiring and advancement. Certain jobs may require a high level of education or experience so that recruitment outside the local area is necessary.
- D. Educational qualifications, unless required by state and federal law or regulations, will not be a firm requirement for employment or advancement if a candidate is otherwise qualified to perform the job.
- E. An Equal Employment Opportunity/Affirmative Action Policy is available from the Executive Director or Department Supervisor of the Agency.
- F. The position of Executive Director shall be interviewed by the Governing Board or Executive Committee and hired by vote of the Governing Board of Directors.
- G. All other positions within Northeast Nebraska Area Agency on Aging shall be hired by the Executive Director or designated program Supervisor by approval of the Executive Director.

II.

CLASSIFICATION OF EMPLOYEES

- A. Regular Full Time: Those employees who may work thirty (30) to forty (40) hours per week and whose duration of employment is not time-limited.
- B. Regular Part Time: Those employees who may work twenty-nine (29) hours per week or less on a regularly scheduled basis and whose duration of employment is not time-limited.
- C. Temporary Full Time: Those employees who may work thirty (30) to forty (40) hours per week but whose duration of employment is limited to a definite number of weeks or months to be worked. Usually a temporary employee is hired for a period of one year or less.
- D. Temporary Part Time: Those employees who may work twenty-nine (29) hours per week or less on a regularly scheduled basis, but whose duration of employment is limited to a definite number of hours, weeks or months to be worked.
- E. Consultants: A person serving with or without compensation who provides expertise in a particular field whose time on duty is limited and based on the Agency's need.
- F. PRN or Pro Re Nata: Those employees who may work twenty-nine (29) hours per week or less on an as needed basis. Hours vary related to job duties and will be adjusted to meet the requirement of the position. Employee will not be guaranteed a schedule or set hours but work on an as needed basis.

III.

EMPLOYEE BENEFITS

Employee benefits are defined as: (1) paid leave as defined under Section VII: Employee Absences, (2) employee insurance benefits, (3) SIMPLE IRA Plan, and (4) Workman's Compensation as required by law.

- A. Regular Full Time: All regular full time employees shall be granted paid leave, employee insurance benefits and the SIMPLE IRA plan as outlined in the plan documents, this personnel policy and by Governing Board action.
- B. Regular Part Time: Regular part time employees shall be granted paid leave in the same manner as full time employees, but in proportion to the hours per day worked by said employee. Part time employees may participate in the SIMPLE IRA Plan as outlined in the plan documents, this personnel policy and by Governing Board action.
- C. PRN, Temporary Full Time and Part Time: PRN and Temporary employees shall be granted limited employee benefits which includes insurance required by law. (i.e. Workman's Compensation).
- D. Cash Benefits: Benefits can not be paid in cash to the employee with the exception of unused accumulated vacation, unused comp time, and unused personal days which will be paid upon the termination of employment, or bonuses as authorized and approved by the Governing Board. Severance pay of ten days may be given with approval of the Governing Board, see section IX, D, #2.
- E. Employee Insurance Benefits: All full-time employees are eligible for health, dental, and life insurance under a group plan. Specific benefits and plans are outlined to employees at the time of employment. All benefit plans are subject to change.
- F. SIMPLE IRA Benefits: Contribution requirements and retirement benefits are described to employees at time of employment. Eligibility for SIMPLE IRA benefits with the Agency becomes effective after one full year of employment.
- G. Workman's Compensation Benefits: See Injury Leave, section VII G

IV.

PROBATIONARY PERIOD

- A. The probationary period shall be utilized as an essential part of the process of selection, for the effective adjustment of a new employee, and for the elimination without recourse of any probationary employee whose performance of work or whose behavior does not meet the required standards.
- B. All original appointments to regular positions shall be for a probationary period of six (6) months. When a regular employee is promoted from a position of one type of work to a position in another type, the employee may, at the discretion of the Supervisor and Executive Director, be required to serve a probationary period in the position. This probationary period required shall be the same length of time as the probationary period required for the original appointment, or a period determined by the Executive Director.
- C. The initial probationary period may be extended beyond six (6) months based on the initial six (6) month performance evaluation.
- D. Permanent appointment of a probationary employee shall begin with the date following the date ending the probationary period.

V.

EMPLOYEE COMPENSATION

- A. Employee Compensation: Wages (hours worked multiplied by hourly rate) will be paid to all Fair Labor Standards Act (FLSA) non-exempt employees. Salaries (monthly rate) will be paid to all FLSA exempt employees. Compensation will be paid monthly according to each employee's compensation rate as approved by the Governing Board.
- B. Raises: Raises for each employee will be determined by the Executive Director and approved by the Governing Board.

- C. End of Probation Raise: Regular employees shall be eligible for a 5% increase in wages/salary at the end of the probationary period when the initial probation is completed in good standing. An employee may be hired at 5% below salary base if lacking in the area of experience and raised by 5% on completion of the six (6) month probation in good standing.

VI.

VOLUNTEERS

Volunteers are essential to any viable service program as they provide personal contact with persons other than staff. Volunteers also assume duties that free staff for more planning and training activities and expansion of services. Consequently, volunteers are an important, vital part of Northeast Nebraska Area Agency on Aging programs and should be accorded the same respect and courtesy as staff members.

- A. Reliability: The key to being a successful volunteer is reliability. When work schedules are set they should be followed. If it is impossible to be at work, the staff person in charge should be notified as early as possible.
- B. Conduct on the Job: The policies governing conduct on the job are the same for volunteers as for employees of Northeast Nebraska Area Agency on Aging.
- C. Corrective and Disciplinary Actions: The policies governing corrective and disciplinary actions and the process of appeal shall be the same for volunteers as for regular employees of Northeast Nebraska Area Agency on Aging.
- D. Northeast Nebraska Area Agency on Aging Responsibility to Volunteers: Northeast Nebraska Area Agency on Aging has a responsibility to volunteers to make certain that the volunteers are not exploited; that the volunteers are provided knowledge and tools required to perform the job that is asked of said volunteer; and, that the volunteers have the same advantage as regular Northeast Nebraska Area Agency on Aging employees including, but not limited to:

1. Attending staff meetings.
2. Attending seminars, conferences, and workshops.
3. Visiting other facilities.
4. Assisting with research.
5. Access to consultants.
6. Access to current literature including books, monographs, journals relevant to aging, and the internet.

E. Consideration for Employment: Volunteers who have demonstrated competence in working with clients shall be given consideration for employment should a position become available and the volunteer meets the requirements for employment.

VII.

EMPLOYEE ABSENCES

A. Leave Request: All types of leave, except paid holidays, must be requested in advance to the employee's Supervisor or Executive Director except in cases where it is impossible to know of an absence in advance. In such case, a phone call shall be made as soon as possible to the Agency.

All types of leave except paid holidays must be documented on the Leave Request Form by the employee, signed by the employee and Supervisor and attached to the appropriate monthly timesheet.

B. Types of Leave for Regular Employees: The following types of leave shall apply to regular employees of the Northeast Nebraska Area Agency on Aging as covered by the Personnel Policy and approved by the Governing Board of Directors:

- | | |
|------------------------|-----------------------------|
| 1. Paid Holidays | 6. Leave Without Pay |
| 2. Paid Vacation Leave | 7. Funeral Leave |
| 3. Paid Sick Leave | 8. Civil Leave |
| 4. Injury Leave | 9. Military Leave |
| 5. Leave-of-Absence | 10. Weather/Emergency Leave |

C. Types of Leave for PRN and Temporary Employees: PRN and Temporary employees shall be granted limited employee leave which includes injury, civil, and military leave. PRN and Temporary employees are not eligible for paid sick leave, paid vacation leave, paid holidays, paid funeral, etc.

D. Records to be Maintained: The Northeast Nebraska Area Agency on Aging shall maintain a record of each employee accounting for time worked and all absences from work. The record shall include a compilation of: (1) vacation leave earned, used and unused; (2) sick leave earned, used and unused; and, (3) all other leave, as mentioned in B above. Such records shall be maintained in a manner open to the Governing Board and the public, and shall be documented to support and justify authorized absence from work with or without pay.

E. Paid Holidays:

1. The following days shall be paid holidays for regular employees:

New Year's Day	Thanksgiving Day
President's Day	The day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Two Personal Days
Veteran's Day	

2. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday.
3. Employees who are required and approved to work on a holiday shall be granted compensatory time.
4. In order to receive pay for an observed holiday, an employee must not have been absent without pay on the workday immediately preceding or immediately following the holiday.

F. Paid Vacation Leave:

1. All regular full-time and part-time employees of the Northeast Nebraska Area Agency on Aging shall earn, accumulate, and use vacation leave in accordance with the rules and regulations as set forth in this policy.
2. For vacation leave purposes, a reinstated employee is a new employee, except when that employee is reinstated within 30 days of voluntary termination.
3. PRN and Temporary employees shall not earn, accumulate or be granted vacation leave. Prior, current or future service performed in a PRN or temporary status shall not be considered in computing years of service for vacation leave entitlement.
4. Vacation leave must be applied for by the employee and approved by the Supervisor. If the requested time will interfere with the efficient operation of the Agency, the Supervisor may deny such request. However, this action must not be arbitrary, and the Supervisor may not unreasonably defer the taking of vacation leave so that for all practical purposes the employees are deprived of vacation rights.
5. At least one (1) vacation leave during the year should be a minimum of five (5) working days in duration in order that the employee gains the greatest benefit in rest and recreation for which leaves are designed.
6. All vacation leave must be accrued before it is granted.
7. Vacation leave shall not accrue to any employee on a Leave of Absence, suspension, or lay off.
8. All accrued vacation leave shall be used by an employee before said employee is granted leave without pay.
9. Vacation leave shall be taken on a normal work hour basis. Holidays falling within a period of vacation leave shall be counted as paid holiday hours.

10. The vacation leave account of each employee shall be balanced monthly. At any given time, an employee shall have no more than two (2) years vacation time accrued.
11. Any employee shall be entitled to use any vacation time as soon as it is accrued.
12. In special and meritorious cases, where to limit the annual leave to a period herein specified would work a peculiar hardship; vacation leave may be extended at the discretion of the Executive Director.
13. Each employee, upon retirement, dismissal, or voluntary separation from the Northeast Nebraska Area Agency on Aging shall be paid for unused accumulated vacation leave. Upon the death of an employee, the estate shall be paid for their unused accumulated vacation leave.
14. The employees of Northeast Nebraska Area Agency on Aging shall during the first through the fourth year of continuous employment be entitled to ten (10) working days of vacation with pay. Thereafter, the following applies:

Beginning of 5 th year	12 days
Beginning of 6 th year	13 days
Beginning of 7 th year	14 days
Beginning of 8 th year	15 days
Beginning of 9 th year	16 days
Beginning of 10 th year	18 days
Beginning of 15 th year onward	20 days

*Revised February 17, 1994

Employees hired before February 17, 1994, are "grandfathered" in as follows:

During 1 st through 3 rd year	12 days
After three years of continuous employment	15 days

Additional days will be allowed for these employees as outlined in the revised policy of 2-17-94 at the beginning of the 9th year of employment.

G. Paid Sick Leave:

1. Sick Leave: (a.) period in which the employee is incapacitated for the performance of duties by sickness or injury NOT arising from the course of employment; or (b.) for medical, surgical, dental, or optical examination or treatment; or (c.) when by reason of exposure of employee to contagious disease, presence of employee at work site would jeopardize the health of others; or (d.) when illness of, or injury to, a member of immediate family of employee demands presence of employee. Immediate family is defined as spouse, children, parents, parents-in-law and family members residing in household.

Sick leave shall include absences caused by pregnancy, miscarriage, abortion, childbirth, and recovery thereafter.

The Northeast Nebraska Area Agency on Aging staff must practice prevention of influenza and other contagious illnesses to ensure the safety and well-being of our vulnerable elderly population, caregivers, providers and fellow staff. Staff that come to work sick may be asked to go home on paid leave (sick, vacation or comp) or a leave without pay if all leave is exhausted.

2. Regular full-time employees accrue (eight) 8 hours per month sick leave that shall not accumulate beyond 480 hours. Regular part-time employees accrue sick leave in the same manner as full-time employees, but in proportion to the hours worked per day by said employee. Part-time employee's maximum sick leave accrual will be in proportion to their part-time status.
3. Sick leave is computed on a working day basis. Holidays falling within a period of sick leave shall be counted as paid holiday hours.
4. PRN and Temporary employees do not earn sick leave.

5. Probationary employees are entitled to sick leave at the same rate as regular employees. Sick leave may be granted during the probationary period up to the number of hours earned by the employee. Sick leave taken by a probationary employee in excess of that earned is taken in a non-pay status.
6. For sick leave purposes, a reinstated employee is a new employee, except when that employee is reinstated within 30 days of voluntary termination.
7. Sick leave should be requested in advance for physical examinations, dental appointments, etc. In case of sickness, injury, emergencies or any other absence not approved in advance, the employee must notify the Agency at the beginning of the workday.

When an absence because of illness or injury to the employee or member or members of immediate family of employee exceeds three (3) working days, the employee may be required by their Supervisor or Executive Director to submit documentation from their physician. Sick leave can be denied when there are facts to show that an employee is abusing sick leave privileges.

8. When an absence because of illness or injury extends beyond the sick leave accrued by a regular employee, additional time off can be charged against the employee's vacation accrual, per option of employee. If all accrued sick and vacation leave is used, the employee may be granted a leave of absence without pay. Employees will be subject to eligibility for Agency insurance benefits per this personnel policy and insurance carrier requirements.
9. Sick leave does not accrue to any employee when employee is not on pay status. Therefore, an employee who is on leave of absence, suspension, reduction in force, etc., does not earn sick leave for those periods.
10. Sick leave cannot be used as vacation leave and it can not be taken in advance of accrual.

11. All sick leave expires on date of voluntary/involuntary termination and employees are not paid for unused sick leave.

H. Injury Leave:

1. All Agency employees are subject to the provisions of the Workmen's Compensation Act and are entitled to the benefits of that law on account of injury or occupational disease arising out of and in the course of employment of the employee.
2. Injury or occupational disease occurring out of and in the course of employment shall be reported to the Agency as soon as possible and the Supervisor or Executive Director shall fill out the necessary reports.
3. The Northeast Nebraska Area Agency on Aging will furnish information and reports concerning injuries, or alleged injuries, or occupational diseases which are or may be within the scope of the Workman's Compensation Act in order that proper medical attention is provided, compensation, and expenses are paid, investigation and determination of legal liability may be made, and that compensation is terminated when disability ceases.
4. An employee entitled to be paid Workman's Compensation for temporary disability shall be granted injury leave with full pay for the first five (5) days of such disability including the day of injury (if disability began that day). At the expiration of the injury leave, provisions of the Workman's Compensation Act shall apply. Injury leave shall not be charged to vacation or sick leave.
5. An employee who is receiving Workman's Compensation for an injury or occupational disease occurring out of and in the course of employment shall not use accumulated unused sick leave and/or vacation leave to supplement Workman's Compensation.
6. Employees on Worker's Compensation shall earn sick and vacation leave.

7. An employee on Workman's Compensation shall not receive holiday pay.
8. An employee's health insurance will continue with the appropriate employer contribution during an absence under Workman's Compensation. Employees will be subject to eligibility for Agency insurance benefits per this personnel policy and insurance carrier requirements.

I. Leave of Absence:

1. The Executive Director may grant a regular employee a leave of absence without pay for a period not to exceed three (3) months and when it is in the best interest of the Agency to do so. Depending on the reason for the leave of absence, all appropriate leave must be used prior to the approval of the leave of absence.
2. During an employee's approved leave of absence, the position may be filled by employing a temporary employee for the period of an incumbent's absence or by a temporary reassignment of any qualified employee.
3. Documentation of reason for leave must be submitted to their Supervisor and/or Executive Director and must be signed by all parties and kept on file.
4. Accumulation of personal days, sick, and vacation leave are not accrued for the period encompassing the leave of absence.
5. Employees will be subject to eligibility for Agency insurance benefits per this personnel policy and insurance carrier requirements.

J. Leave Without Pay:

The Executive Director and/or the Supervisor may grant a regular employee leave without pay limited to three (3) days. Depending on the reason for the leave without pay, all appropriate leave must be used prior to the approval of the leave without pay. Accumulation of vacation and sick leave will occur

K. Funeral Leave:

Up to four (4) days of funeral leave with pay will be granted for funerals in the immediate family of an employee and additional days may be granted at the discretion of the Executive Director. Immediate family shall mean: wife, husband, children, parents, children-in-law, grandchildren, grandparents, brothers, sisters, brothers-in-law, sisters-in-law or person bearing the same relationship to the spouse.

For funerals not in the immediate family, up to one-day paid funeral leave may be granted at the discretion of the Supervisor.

Funeral leave shall not be charged to sick leave or vacation leave.

L. Civil Leave:

1. Jury Duty:

- a. An employee shall be given necessary time off without loss of pay when performing jury duties.
- b. When an employee is served with a notice to serve as a juror and does so serve, employee shall be excused with pay while actually on order of the court and may also retain fees paid him/her as a juror.

2. Court Appearances:

- a. When it is necessary that an employee appear in court, employee shall be subpoenaed, unless they are required to appear in the normal course of their employment, and shall report receipt of the subpoena to the Executive Director of the Agency. When an employee is subpoenaed, leave with pay will normally be granted.
- b. An employee attending court as a party plaintiff or party defendant on a personal matter may elect to have such time charged to vacation leave of employee or may have a leave of absence without pay.

3. Natural Disasters or National Defense:

- a. An employee may be granted one (1) paid work week to provide emergency civilian duty in connection with national defense or state

or nationally declared natural disasters at the discretion of the Supervisor and the Executive Director.

- b. Civil leave for state or nationally declared natural disasters or national defense will be granted once each fiscal year.
- c. Prior to being granted civil leave, the employee must collaborate with their Supervisor on completion of job responsibilities.

M. Military Leave:

- 1. The employee will provide his/her Supervisor with verbal, or written, notice as soon as they have knowledge of upcoming military service unless military necessity prevents the giving of notice.
- 2. The employee may, but is not required to, use any accrued vacation leave during military leave. Once all vacation leave is exhausted, an employee who is called to military duty will be on an unpaid leave of absence.
- 3. The employee who is absent thirty (30) days or less will be subject to eligibility as per this personnel policy and insurance carrier requirements. Service of more than thirty (30) days will give the service member coverage under the military health care plan.
- 4. The Agency will treat the period of military leave as service with the employer for purposes of vesting and accrual of the SIMPLE IRA benefits. On re-employment, the Agency must make employer contributions to the SIMPLE IRA Plan that would have been required on behalf of the returning employee had he/she continued working during the period of service. The returning employee must be allowed to make up any employee contributions he/she would have been eligible to make during his period of service. The employee must contribute to the SIMPLE IRA in order to receive the employer match.
- 5. The Agency will utilize the Uniformed Services Employment and Reemployment Rights Act to protect the job rights of employees absent on military leave.

N. Weather/Emergency Leave:

If inclement weather or an emergency situation arises where the safety of the employees is in jeopardy, the Executive Director may: 1) close the agency offices; 2) declare a later start time for employees to report to work; or, 3) declare an earlier closing time.

When the office is open and an employee is concerned that the weather or emergency situation is too severe, the employee may choose to: remain at home, arrive late, or leave work early. If the employee chooses one of these options, the employee must notify their Supervisor as soon as possible and appropriate leave time (vacation or comp) must be taken.

Employees will be paid their regular rate of compensation when the office is closed due to weather or emergency conditions. Such pay will be based on the employee's normal work schedule.

VIII.**CORRECTIVE AND DISCIPLINARY ACTIONS**

- A. Corrective Actions are those actions administered to correct and improve an employee's job performance which do not affect the current pay, status, or tenure of the employee. Corrective actions shall include verbal or written warnings, reprimands, and censures. Corrective actions may be administered concurrently with a disciplinary action.
- B. Disciplinary Actions are those actions administered to discipline an employee for an offensive act or poor job performance which reduces or otherwise affects the current pay, status, or tenure concurrently with a corrective action of the employee.
- C. An employee shall not be corrected or disciplined more than once for a single specific act or violation; however, the employee may be corrected or disciplined for each additional act or violation of similar nature.
- D. Disciplinary actions shall include dismissal, demotion or any other action affecting the current pay, status, or tenure of an employee.

In determining appropriate disciplinary action, the seriousness of the offense, the extenuating circumstances, and the employee's work record shall be considered. Each case shall be considered individually and on its own merits. The employee must be given every opportunity to present information relevant to the case.

The following are examples of offenses where generally, a discussion with the employee, properly recorded, shall be sufficient: unexcused absences, unexplained absences, leaving work without permission, excessive tardiness, unsatisfactory work, abusive or obscene language, harassment of program participants and fellow employees, loafing or other abuse of time, poor cooperation and failure to follow instructions. Repeated violations should result in formal corrective and/or disciplinary action.

- E. Documentation of corrective actions and disciplinary actions shall consist of a brief narrative explaining the circumstances of the action. The disciplining authority shall allow the employee to read the narrative and both parties shall sign the dated document. All documentation shall be maintained in the personnel file.

IX.

SEPARATIONS, SUSPENSIONS, TENURE, REDUCTION-IN-FORCE AND REINSTATEMENT

- A. Resignations: To resign in good standing, an employee must give the Northeast Nebraska Area Agency on Aging Executive Director written notice at least thirty (30) calendar days prior to termination, unless the Executive Director agrees to permit a shorter period.
- B. Tenure: The tenure of office of every Agency employee shall be during good behavior and acceptable performance of duties of employee as recorded in reports and other records. This provision shall not, however, be interpreted to prevent the separation of any employee for those causes set forth in IX-D or the separation of any employee because of lack of funds or curtailment of work when made in accordance with these rules.

C. Reduction-in-Force: Employees may be laid off from any department because of lack of work, lack of funds or reorganization. Normally, no regular employees will be laid off from their jobs while there are probationary employees working in the same department at the same level of work provided the regular employee meets the minimum employment qualifications. In determining the order of layoff, the Supervisor and Executive Director will consider the employee's job performance and secondly seniority.

D. Suspension:

1. The Northeast Nebraska Area Agency on Aging Executive Director or the Governing Board may for disciplinary purposes suspend without further pay any employee for such length of time as either the Executive Director or the Governing Board considers appropriate not to exceed twenty (20) working days in any twelve (12) month period.
2. In the case of suspension, a written statement setting forth specific cause under which the Executive Director or the Governing Board has so acted shall be presented to the employee and a copy filed in the employee's personnel file in the Area Agency office.

E. Dismissals:

1. The Executive Director or the Governing Board may dismiss any employee for any of the following reasons:
 - a. Violation of, or failure to comply with the State Constitution or statutes, executive order, published rules and regulations of the Northeast Nebraska Area Agency on Aging, or the Federal guidelines under which the Agency operates.
 - b. Failure or refusal to comply with a reasonable or proper assignment from an authorized supervisor.
 - c. Inefficiency, incompetency, or negligence in the performance of duties.
 - d. Unauthorized possession and/or use of narcotics or other drugs, tobacco, drinking alcoholic beverages and/or drunk on duty.
 - e. Careless, negligent, or improper use of the Agency's property, equipment, or funds.

- f. Falsification, fraud, or omission of information in applying for a position.
 - g. Failure to maintain satisfactory and harmonious working relationships with the public, Governing Board members, or other employees.
 - h. Conviction of a felony charged by a court or proper jurisdiction.
 - i. Conduct unbecoming a Northeast Nebraska Area Agency on Aging employee.
 - j. Repeated tardiness or absence without leave.
- 2. A written statement setting forth the specific cause(s) under which the Executive Director or the Governing Board has so acted will be presented to the employee. Severance pay of ten (10) working days may be given.
 - 3. In all cases of dismissal, the employee will receive payment for number of hours worked on day of dismissal, unused vacation, comp accrued and unused personal days.
 - 4. In all cases a written notice shall be prepared, given to the employee, and placed in the employee's personnel file.

X.

GRIEVANCE PROCEDURES

A. Grievance and Appeals: All employees' grievances shall be given prompt and fair consideration. It is important that the employee discuss the grievance at the level of concern such as a co-worker. If a solution cannot be reached, the procedure is as follows:

- 1. Procedures:
 - a. The employee shall discuss the grievance with their Supervisor.
 - b. The Supervisor will document the time, place, and nature of the grievance and place the report in the employee's personnel file.
 - c. The Supervisor will attempt to adjust and satisfy the grievance for the employee.

- d. Failing satisfaction at the supervisor level, the employee may submit the grievance in writing to the Executive Director. The Supervisor will be brought into the meeting at the discretion of the Executive Director. If the grievance is with the Executive Director, please proceed to f.
 - e. The Executive Director will either uphold or reverse the decision reached at the supervisor level, but only after a conference with both the employee and the Supervisor. Both the request in writing to the Executive Director and the action determined by the Executive Director shall become part of the employee's personnel file.
 - f. If either the employee with a grievance or the Supervisor are dissatisfied with solutions proposed by the Executive Director, either may appeal the decision to the Executive Committee of the Northeast Nebraska Area Agency on Aging Board of Directors in writing within five (5) working days of the decision.
 - g. The Executive Committee of the Board of Directors will consider and weigh the facts as ascertained. If necessary, they will call any of the parties involved (employee, Supervisor and Executive Director) to clarify or elaborate further on the issue at hand.
 - h. The Executive Committee will make a recommendation to the Board of Directors at either a regular or special called meeting. The Board of Directors may in executive session discuss the complaint. They must, in open meeting, then vote to sustain or refute the recommendations of the Executive Committee.
- B. Burden of Proof: It shall be clearly stated at the beginning of an Executive Committee review and hearing, that management has the burden of proving by the preponderance of evidence that the action which it took in regard to the appealing employee was justified under all the facts and circumstances. The Chairman of the Executive Committee has the authority to command the appearance of a Northeast Nebraska Area Agency on Aging employee and to require the submission of any key documents or other evidence in the possession of the Northeast Nebraska Area Agency on Aging and shall do so at the request of either party.

The burden of proof for the action shall rest with the Executive Director. The hearings and reviews shall be informal in nature; however the

committee should confine the lines of inquiry to charges specified.

Both the Executive Director and the appealing employee may be represented by legal counsel. Both parties must be informed of legal counsel representation at least 24 hours prior to the hearing. The legal counsel of the Northeast Nebraska Area Agency on Aging will represent the Executive Director.

A written summary of the proceedings shall be signed by the Executive Committee Chairman. A copy of the written summary shall be furnished to the appealing employee and the Executive Director upon request. The Chairman of the Board of Directors will call a meeting and initiate final Agency action on the matter. Promptly following Board action, the Board Chairman shall render the Board's decision in writing to the appealing employee and to the Executive Director. All shall retain the communication in their permanent file. The action of the Board of Directors shall be final.

- C. Other: Employees who subvert the "chain of command" by contacting Board members directly without the approval of the Executive Director subject themselves to disciplinary action. Such a violation of procedure causes communication problems and compromises organizational efficiency. The Agency's Advisory Council only "advises" the Board and staff and has no authority to enforce and interpret policies and procedures.

XI.

PERFORMANCE EVALUATIONS

- A. General: The performance evaluation is designed to provide a channel of communication between the Supervisor and employee and the Director and the Governing Board. If conscientiously applied, the evaluation will enable the employee to become increasingly aware of the importance of their job, their manner of performance and the level of performance the supervisor and Board expect. It will also inform the employee of areas of weakness or of areas of praise-worthy performance. If desired, the report can be used as a guideline for considering employees for advancements in pay or promotion.

- B. Frequency of evaluations: The initial performance evaluation will be at the completion of the six (6) month probationary period and annually thereafter. Annual performance evaluations shall be prepared on all regular employees covered by the Northeast Nebraska Area Agency on Aging rules and regulations.

Additional evaluations may be prepared as indicated below:

1. Whenever any employee terminates employment with the Agency for any reason except retirement and death unless an evaluation has been rendered in the preceeding 90 days.
2. Whenever an employee is going to be absent from the job for a period of 30 days or more because of reduction-in-force, military leave, or approved leave of absence unless an evaluation has been rendered in the preceeding 90 days.
3. A special evaluation may be submitted whenever the Governing Board or Executive Director desires to record instances of performance worthy of recognition, either favorable or unfavorable. Reasons for submission of this type of evaluation shall be explained in the remarks section.

C. Evaluator:

1. Employees shall be evaluated by their immediate Supervisor. If an employee receives approximately equal supervision from two Supervisors, both Supervisors shall cooperate in preparing the evaluation. If the Supervisor is ill, absent or otherwise unable to complete a performance evaluation within the specified time period, the report shall be completed upon return to work of Supervisor and reason for late submission explained.
2. Only in exceptional circumstances shall a person other than the immediate supervisor or Governing Board prepare the report.

D. Preparation of the Evaluation:

1. Evaluations shall be typed or legibly written with ink.
2. The original shall be retained in the Agency office and a copy shall be furnished to the employee.
3. The Supervisor shall evaluate the employee on the overall performance and not on a few isolated instances of outstanding or sub-standard performance.
4. Additional sheets may be used to complete narratives if necessary.
5. All erasures and strikeovers must be initialed by the employee and evaluator/Supervisor.

E. Review of the Evaluation:

1. The Supervisor shall sign the report.
2. The Supervisor shall discuss the report with the employee.
3. The employee shall indicate by signature that the report has been discussed. Signature of employee does not imply agreement with the evaluation. If the employee desires, written comments may be submitted that shall be attached and become a permanent part of the evaluation.
4. The Supervisor shall sign the evaluation prior to placement in the employee's personnel file. The Governing Board shall sign the Executive Director's evaluation.

XII.**MISCELLANEOUS****A. Attendance:**

1. Each department shall establish a work schedule for employees and be accountable to the Agency.

2. The Executive Director, subject to the approval of the Governing Board, is authorized to formulate and issue rules and regulations covering special employment conditions.
3. The basic work week is forty (40) hours.
4. Agency office hours shall normally be from 8:00 a.m. to 5:00 p.m., Monday through Friday, to include a one-hour un-paid lunch period. The Supervisor and/or Executive Director may stagger the workday, work hours and/or lunch period of the employees within the Agency. A minimum ½ hour lunch period is recommended midday.
5. The Agency may grant employees a rest period of 15 minutes twice during each workday. Employees shall take the morning break at least one hour after the start of the work day and the afternoon break at least one hour prior to the end of the work day. For example, for employees working from 8:00 a.m. to 5:00 p.m., these rest periods shall not be taken prior to 9:00 a.m. nor after 4:00 p.m.

B. Overtime and Compensatory Time:

The purpose of this policy is to comply with federal and state overtime provisions and to control labor costs.

1. Employees may be required to work more than forty (40) hours in any week. Employees required to work more than the position's set hours per week shall be granted compensatory (comp) time.
2. A Northeast Nebraska Area Agency on Aging exempt employee (as defined by FLSA) may accumulate when necessary, comp time at the hourly rate if they exceed their position's set standard hours per week.
3. A Northeast Nebraska Area Agency on Aging nonexempt employee (as defined by FLSA) may accumulate when necessary, comp time at the hourly rate if less than 40 hours per week but if over 40 hours per week it qualifies as comp time at time and a half. Paid leave such as

holiday, sick, vacation, etc., as defined in the Personnel Policy does not apply toward work time.

4. Nonexempt employees who anticipate the need for overtime to complete the week's work must notify the Supervisor or Executive Director in advance and obtain approval prior to working hours that extend beyond their normal schedule. Nonexempt employees who fail to obtain approval prior to working hours that extend beyond their position's set standard hours per week will be subject to corrective and/or disciplinary action according to the Personnel Policy.
5. The Supervisor must approve the using of accumulated comp time in excess of one hour.
6. The approved request will be attached to the employee's time sheet. Every effort will be made to use accumulated comp time as soon as possible. The Supervisor and Executive Director will monitor comp time balances monthly.
7. Comp time cannot be taken in advance of accrual.

C. Employee Personal Appearance:

It is important for Agency employees to project a professional image for our clients, potential employees, and community visitors. Employees are required to maintain a high standard of personal hygiene to present a neat and professional appearance at all times.

Business casual dress is the standard for the Agency's dress code. Because all casual clothing is not suitable for the office, a dress code guideline has been established to help determine what is appropriate to wear to work. No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If an employee experiences uncertainty about acceptable, professional business casual attire for work, please ask your Supervisor or Executive Director.

Clothing should be pressed and/or without wrinkles. Torn, dirty or frayed clothing is unacceptable.

Certain days can be declared dress down days. On these days jeans and other more casual clothing is allowed. If you are planning to work outside the office or have meetings or appointments, employees are expected to adhere to the business casual dress code.

D. Smoking:

The Agency will adhere to the Nebraska Clean Indoor Air Act. Smoking is prohibited in the Agency office. Staff who smoke may do so outside the Agency not to impede the entrance or exit of the building. As referenced in the break section, XII, A, #5, staff may use their one allowed morning and one afternoon break to smoke outside the building during the day. No other smoking breaks will be allowed.

E. Drug Free Workplace:

The Agency is committed to protecting the safety, health and well being of all employees and volunteers in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a Drug Free Workplace Policy that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. Please see the Drug Free Workplace Policy for more information.

F. Food in the Workplace:

So that employees get the greatest benefit from the lunch break, lunch must be eaten in a break area away from the desk.

In order to maintain a professional working environment, staff must be cognizant of the need to be discreet when snacking at their desk. Bite size snack foods can be eaten at the desk.

Items such as chips, and foods served with dips/sauces/spreads as well as sandwiches, fast food, fruits, vegetables (with the exception of grapes, strawberries), etc., cannot be eaten at the desk. In addition, foods that require preparation (mixing, heating) or the use of plates, bowls and/or utensils must be consumed away from the desk and in a break area.

During special events when food and/or meals are served in the office for meetings, staff pot-luck meals, special celebrations, holidays, etc., staff are encouraged to dine in the event area and avoid eating at their desk.

G. Use of Agency Equipment:

The Agency provides e-mail, voice mail, internet access, telephone service, fax service, and computer equipment for use in conducting business. All such equipment and systems are Agency property and should be used for business purposes. The Agency has the right to and will monitor the use of such property from time to time. No employee should have any expectation of privacy in his/her use of such property or any files, data or information transmitted with, placed or stored on or otherwise communicated using such equipment and systems.

1. Computers:

All computers, hardware, software and data entered into the computer is considered Agency property. No employee should knowingly enter false or misleading information in an Agency computer or destroy any data the Agency needs to conduct its business.

The Agency has the right to and may access each Agency computer. Agency computers should not be used for personal business. Unauthorized access to a computer or knowingly destroying a computer, computer system, computer software or computer program is specifically prohibited. Violators will be prosecuted to the fullest extent allowed by civil or criminal law.

2. Telephone, Electronic Mail, and Voice Mail:

Telephone, electronic mail, and voice mail is to be used for business purposes. The Agency will access your e-mail and voice mail when it deems such access necessary. It is not appropriate to access a personal e-mail account on an Agency computer such as a hot-mail account.

Do not use derogatory, offensive, or insulting language in any e-mail or voice mail message.

An acceptable use of the Agency's telephone or electronic mail may include communication with children at home, teachers, doctors, day care centers, baby sitters and family members to inform them of unexpected schedule changes and for other

essential personal business. The use of the Agency's system for essential personal business shall be kept to a minimum and shall not interfere with the conduct of Agency business.

3. Use of the Internet:

Use of the internet is to be limited to business use. Social networks such as Facebook, or personal e-mail accounts, or pornographic or other offensive sites cannot be viewed at any time. The Agency prohibits the downloading or installation of any application software from the Internet onto the Agency's computers.

H. Personal Cellular Phones:

Personal cellular phones have become a common convenience for employees; however, such convenience should not interrupt work at the Agency. The number of cell phone calls, length of the call and texting should be kept to a minimum. In the office, all personal cell phones should be on a tone low enough to not interrupt work of those near by.

I. Use of Agency Vehicles:

The following rules govern the general operation of all Agency vehicles:

1. Employees must have a valid driver's license and provide a copy to the Agency.
2. Employees who drive Agency vehicles must notify their Supervisor immediately if their driver's license is suspended or in any way restricted.
3. Agency vehicles shall be used for business only and not for any personal use or gain.
4. Use of an Agency vehicle is based on traveling the furthest distance and scheduling for a car. Professional courtesy is necessary due to the limited number of Agency cars.
5. Agency vehicles shall not be operated by anyone other than Agency employees.
6. Agency vehicles may be taken home by an employee with prior authorization of the Executive Director or Supervisor.
7. It shall be the employee's responsibility to operate the vehicle safely, comply with all traffic and parking rules and regulations, and to secure the vehicle when leaving it unattended.

8. The employee must wear seat belts while operating and/or riding in an Agency vehicle. An employee should avoid use of a cell phone or any other electronic device while driving an Agency vehicle.
9. Employees may be held personally responsible for damage to an Agency vehicle if an investigation discloses negligence, carelessness or misuse.
10. Employees shall not transport non-work related passengers in an Agency vehicle without prior approval from their Supervisor.
11. Employees shall immediately report to the designated representative any hazardous or unsafe condition of the vehicle.
12. Traffic violations are the personal responsibility of the driver.
13. For professional courtesy, consider the Agency car a part of the work environment and adhere to the food in the workplace policy, section XII, E.

J. Prohibition of Discrimination:

1. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention or any other personnel action because of political or religious opinions or affiliations or because of race, or age, or sex, in conformity with applicable laws or national origin, or other non-merit factor is prohibited.
2. No person shall be employed or retained in the Agency's service who advocated or belongs to an organization that advocates the overthrow or change of our government by force or violence.

K. Political Activity:

1. Employees whose salaries or wages are paid wholly or in part, directly or through grants-in-aid, with federal funds are subject to the provisions of the Older Americans Act.
2. The Agency shall not dismiss or discipline an employee for failure or refusal to pay, or promise to pay, any assessment, subscription or contribution to any political organization.
3. Political activities, not prohibited by law, such as the holding of strictly local non-partisan offices, are authorized except in instances

where such activities may interfere with the performance of Agency duties or may be incompatible with the employee's assignment.

L. Outside Employment:

A full-time employee may engage in outside employment or acquire private interest in business provided such employment interest does not interfere with the efficient performance of regular duties or conflict with the interest of the Agency.

M. Accessibility of Records:

1. The records of the Northeast Nebraska Area Agency on Aging shall be public records and open to public inspection during regular office hours at such times and following such procedures as may be prescribed by the Governing Board of Directors with exception of the following papers and records:

a. Personnel files and performance evaluations shall not be regarded as public records, but shall be held confidential as between the Supervisor, Executive Director, Governing Board of Directors, and the employee(s).

Employees may have access to their personnel file. Employees may request copies of the contents of their personnel file.

b. Confidential client records

N. Records To Be Maintained: the Northeast Nebraska Area Agency on Aging shall maintain the following contents of personnel records. The records will be maintained at the Agency.

- Job description for the position
- Job application and/or resume
- Offer of employment
- New hire information reported to the State of Nebraska
- IRS W-4
- Signed acknowledgment of personnel policy

- Performance evaluations
- Forms relating to employee benefits
- Forms providing emergency or next of kin contacts
- Complaints from customers/coworkers
- Awards/citations for excellent performance
- Records of attendance or completion of training
- Warnings or other disciplinary actions
- Notes on attendance or tardiness
- Any contract or written agreement between employee and Agency
- Documents relating to the employee's departure
- Garnishment orders and records

One Final Word

This handbook has been prepared and distributed to the employees of the Northeast Nebraska Area Agency on Aging (NENAAA) to help them understand NENAAA and its policies. We expect employees to follow and enforce these policies. In some instances, interpretations will be required, which will be made by the NENAAA Executive Director and/or Governing Board in its sole discretion.

We also recognize changes will be required in this handbook from time to time. NENAAA reserves the right to make changes as it considers appropriate. Thank you for taking the time to read this handbook.

CARE MANAGEMENT

Data Entry Worksheet

Submitted by: Bob Halada, 471-4737

Subgrant Y3 Document # 2018

Amendment # 1 to Subgrant Y3 #

BU# Revision to Subgrant Y3 #

Yellow Highlight fields are mandatory by the DHHS/Program Staff before entry into NIS.**ORDER HEADER ENTRY**

25710179	Home Business Unit primarily for your Section/Unit. This is used for reporting purposes, however, G/L accounts are not affected by the data in this field. Each Division/Office has an assigned number.
539491	NIS Address Book Record of the vendor to whom the subgrant was awarded
25-01-22	Home Business Unit Address Book (facility, multiple address) (NSOB use # 250122)
Default - Facility, multi-address	
121465	Employee NIS Address Book ID# - Record of individual primarily responsible for tracking Subgrant.
DHHS Central Repository	Physical Location of Subgrant
7/1/2018	Beginning Date of Subgrant
6/30/2019	Expiration Date of Subgrant

ORDER DETAIL (GRID) ENTRY**DETERMINE IF MULTI-LINES NEED TO BE ADDED AT GRID.**

95215	NIGP Code/Inventory Number
\$353,728.00	Subgrant \$ Amount
\$ and 1	NOTE - UoM is always \$ and Unit Cost is always 1
Northeast Nebraska Area Agency on Aging	BU# description (usually incorporates federal grant name, fiscal year, etc.)
FY19 CARE MANAGEMENT award	Purpose of Subgrant, reason for amendment, or which BU#s involved. Specific Description
25820080.594100 \$353,728.00	Business Unit (AID preferably) Object Code (594100-AID, 550101-ADMIN) Dollar amount
	If applicable Dollar amount
	If applicable Dollar amount

FFATA REPORTING INFORMATION

096409560	DUNS #
	OCR (Officer Compensation Requirement) Type in field (Y) for Yes or (N) for No

Additional Notes from Program:

Service Contracts and Subgrants Team
DHHS.ServiceContractsandSubgrants@nebraska.gov

6/21/2018

Certificate Of Completion

Envelope Id: C9F27C8652584DFA9F63314B62F01DFD
 Subject: Please DocuSign: DHHS Agreement #42927 Y3
 Division: MLTC
 Agreement Type: Subaward
 Source Envelope:
 Document Pages: 79
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Dawn LaBay
 301 Centennial Mall S
 Lincoln, NE 68508-2529
 dawn.labay@nebraska.gov
 IP Address: 164.119.62.168

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Status: Original
 6/29/2018 2:32:43 PM


Holder: Dawn LaBay
 dawn.labay@nebraska.gov

Location: DocuSign

Signer Events

Connie Cooper
 connie.cooper@nebraska.gov
 Executive Director
 Northeast Nebraska Area Agency on Aging
 Security Level: Email, Account Authentication (None)

Signature

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Accepted: 6/29/2018 3:06:41 PM
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Cynthia Brammeier
 cynthia.brammeier@nebraska.gov
 Administrator

DocuSigned by:

 592408F0D41E43F...

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Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

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Carbon Copy Events

Status

Timestamp

Courtney Parker
 courtney.parker@nebraska.gov
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Carbon Copy Events	Status	Timestamp
Robert Halada robert.halada@nebraska.gov Aging Office of Western Nebraska Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/11/2018 10:26:21 AM ID: b17e2092-d0b7-425c-8da8-ff057e8c7b61	COPIED	Sent: 6/29/2018 2:35:03 PM Viewed: 6/29/2018 2:50:00 PM
Dawn LaBay dawn.labay@nebraska.gov Office Services Manager II Nebraska Dept of Health and Human Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/29/2018 2:35:03 PM Resent: 6/29/2018 3:13:44 PM
Katia Rodriguez katia.rodriquez@nebraska.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/29/2018 3:09:42 PM
DHHS SCRM Group Email dhhs.servicecontractsandsubawards@nebraska.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/29/2018 3:13:42 PM
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/29/2018 3:13:42 PM
Certified Delivered	Security Checked	6/29/2018 3:13:42 PM
Signing Complete	Security Checked	6/29/2018 3:13:42 PM
Completed	Security Checked	6/29/2018 3:13:42 PM
Payment Events	Status	Timestamps
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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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